

#### City of Milpitas NOTICE OF REQUEST FOR PROPOSALS No. 2059



For City Wide Janitorial Service

Notice is hereby given that sealed proposals will be received at the Purchasing Office, until November 22, 2013 at 2:00 PM local time, for furnishing all labor, supervision, methods and processes, implements, tools, machinery, equipment, transportation and materials for:

#### City Wide Janitorial Service at Twelve City Locations

in accordance with the City of Milpitas plans, specifications and contract documents.

SUBMITTING THE BID: (a) The City of Milpitas prefers that bids be submitted electronically. Electronic bids may be submitted through a secure mailbox at Public Purchase (www.publicpurchase.com) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their bid reaches Public Purchase before the closing date and time. There is no cost to the supplier to submit City of Milpitas bids electronically via Public Purchase. (b) Electronic bids may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files. (c) HARD COPY - If the supplier chooses to submit the bid directly to the City in writing: The bid must be signed in ink, sealed, and delivered to the City of Milpitas Information Counter in the first floor lobby of City Hall at 455 E. Calaveras Blvd. Milpitas CA 95035 by the "Due Date and Time." The "Solicitation Number" and "Due Date" must appear on the outside of the envelope. It is the sole responsibility of the supplier to ensure their bid reaches The City of Milpitas Purchase Division before the closing date. Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and will be returned unopened.

Solicitation Documents. Solicitation documents may be examined and obtained at no charge on the Public Purchase website, or by calling 408-687-1639.

<u>Registration</u>. All Bidders must register on Public Purchase. To receive registration instructions call the purchasing Agent at 408-586-3161 or email a request for registration instructions to cschroeder@ci.milpitas.ca.gov.

Prevailing Wage. This is a Prevailing Wage job.

Bonding. No bonding is required.

MANDATORY Pre-Proposal Conference. A MANDATORY pre-proposal conference and job site bid walk will be held at 3:00 PM on November 6, 2013 at City Hall 455 E. Calaveras Blvd Milpitas, CA 95035-5411. Meet in the Committee Meeting Room just out side the elevator on the first floor. Parking is free anywhere around City Hall, even in "Permit Only" spaces.

Chris Schroeder

Purchasing Agent City of Milpitas Published: Mil

Published: Milpitas Post – October 25, 2013



## **City of Milpitas**

# Request for Proposal No. 2059 for CITY WIDE JANITORIAL SERVICE at TWELVE CITY OF MILPITAS LOCATIONS

City of Milpitas Purchasing Division 455 E. Calaveras Blvd. Milpitas, CA 95035 (408) 687-1639 Fax (408) 586-3170

Date of Issuance: Bid Deadline:

10/23/13 11/22/2013 2:00 PM

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Exhibit A	"JANITORIAL SPECIFICATIONS"
Exhibit B	"JANITORIAL SERVICE SCHEDULE"
Exhibit C	"INSURANCE REQUIREMENTS - GENERAL"
Exhibit D	"NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT"

**BACKGROUND.** The City of Milpitas is located near the southern tip of San Francisco Bay, forty-five miles south of San Francisco. With a population of approximately 68,000 Milpitas is a progressive community that is an integral part of the high tech Silicon Valley. Milpitas features quality schools, conveniently located neighborhood parks and shopping centers and a population rich in diversity

Incorporated in 1954, Milpitas is a general law city operating under the City Council/City Manager form of government, Milpitas is a creative, forward-thinking city providing quality police, fire, water, streets, parks, engineering, planning and recreation services. The City is financially secure with an annual budget in excess of \$114 million. The operating budget of \$94 million and the capital improvement budget of \$19 million include all City services administered by the City.

The City provides the full range of services normally associated with municipality, including fire, police, parks and recreation, planning, zoning and building, engineering, public works, utility service including water and sewer, and general administration. Solid waste collection is provided through a franchise arrangement with a local refuse collection service.

The City of Milpitas is seeking a qualified firm with a demonstrated ability to perform the tasks identified in this Request for Proposal (IFB) 2059. In summary, the successful bidder shall furnish labor, supervision, implements, tools, machinery, equipment, transportation, and material to perform the required work.

#### SCOPE OF WORK

Provide comprehensive City Wide Janitorial Services at the following twelve specific locations.

LOCATIONS	ADDRESS	APROX. SQUARE FOOTAGE
City Hall Complex	455 E. Calaveras	96,000
Sports Center/Teen Center	1325 E. Calaveras	28,619
Main Fire Station	777 S. Main	2,800
Police Substation/Raceway (2)	1210 Great Mall	4,200
Library Garage	120 N. Main St.	126,131
Community Center	457 E. Calaveras Blvd.	16,400
Police Department	1275 N. Milpitas Blvd.	57,400
Public Works Department	1265 N. Milpitas Blvd.	15,400
Fire Department Trailer	777 S. Main St.	1,500

Jose Higuera Adobe Bldg. Wessex Place off N. Park Victoria Dr.

Senior Center 40 Milpitas Blvd. 9,000

Cracolice Bldg. 540 Able St. 9,504

#### MINIMUM BASIC REQUIREMENTS

It is recommended that each proposer carefully review the following, as any proposer that is unable to fulfill the minimum basic requirements will not be considered for evaluation.

- 1. The contractor must have a minimum of five (5) years of relevant experience in contract City Wide Janitorial Service and must currently operate a branch facility located in Santa Clara County or within a distance acceptable to the Purchasing and the Public Works Departments.
- 2. The contractor shall be independent and, as such, the hiring, training, equipping, supervision, directing and discharging of their employees shall be the responsibility of the contractor. The payment of federal, state and local taxes and overtime wages shall also be the responsibility of the contractor.
  - 3. The contractor must furnish all labor, cleaning materials (floor wax, wax stripper, gloves, scrubbing paper towels, stainless steel cleaner, carpet cleaner, window cleaner, restroom disinfectant, regular floor cleaner, and marble floor cleaner) and equipment (including, but not limited to, ladders, lifts, vacuum cleaners, extractors, floor machines, mops and buckets) required to perform interior/exterior City Wide Janitorial Service per building service schedules as specified within this document. The City will provide supplies such as (liquid hand soap, paper hand towels, toilet tissue, toilet seat covers, trash can liners, sanitary napkins, light bulbs and restroom deodorants).

Contractor shall track and report on a quarterly basis all cleaning chemicals supplied to the job. Detailed information shall be collected for each chemical including the manufacturer, product name and number, unit of measure (ounces, gallons, etc.) and total number of units.

The City of Milpitas reserves the right to amend the contract and provide all janitorial supplies.

4. The contractor must furnish, and all the employees (including coordinators and supervisors) must wear uniforms. All personnel must have a visible company name, logo, badge, etc., on their uniforms.

5. All front line employees of the winning bidder must have a background security check (LifeScan), and be a minimum of twenty-one (21) years of age and have a minimum of two (2) years janitorial experience and be fully trained in the custodial service trade.

## ONLY THE WINNING BIDDER MUST PROVIDE LIFESCAN DOCUMENTATION FOR EACH FRONT LINE EMPLOYEE, INCLUDING FIELD SUPERVISORS.

- 6. The contractor shall maintain a current business license with the City of Milpitas. The proposers State contractor's license must not be currently under probation or suspension as set forth by the State of California, Department of Consumer Affairs.
- 7. Contractor must provide Steve Erickson, CIP Manager with an emergency telephone number where contractor may be reached at any time, 24 hours a day.
- 8. Contractor must respond to emergency calls relating to deficiency of service by correcting the deficiency within two hours of receipt of the call.
- 9. The contractor must furnish to City, prior to commencement of any services under this agreement, a list of all chemicals that the contractor anticipates bringing onto or using in any property belonging to the City, together with Material Safety Data Sheets for each chemical. Contractor must provide updated M.S.D.S. each anniversary of the execution of this contract or sooner when formulation or knowledge of hazards change.
- 10. Contractor accepts responsibility for determining that all necessary safeguards for protection of contractor's employees are available or will be furnished to employees. All work performed must conform to CAL-OSHA standards.
- 11. Contractors must attend the pre-proposal conference and job-site walk-through.

Additional bid and/or contact requirements are contained in the following exhibits.

Exhibit A - Custodial Specifications

Exhibit B - City Wide Janitorial Services Schedule

**NOTE:** The Custodial Specification and City Wide Janitorial Services Schedule are "suggested" and for discussion purposes only; Contractors are encouraged to submit how best to accomplish any and all tasks in the RFP.

#### INSTRUCTIONS TO PROPOSER

ACCEPTANCE PERIOD. Unless otherwise specified herein, proposals are firm for a period of ninety- (90) days.

ADDENDA. Addenda issued pursuant to this IFB, if any, will be posted on the Public Purchase website. However, it is the sole responsibility of the bidder to check the website and/or contact the

Purchasing Agent directly to determine that they have included all addenda in their proposal before submitting to the City. Any proposal submitted that does not acknowledge on the form provided any questions answered on Public Purchase and/or every addenda issued may be considered non-responsive.

AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City of Milpitas, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the City of Milpitas, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

AWARD OF PROPOSAL. Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. The criteria are not listed in any order of preferences. An Evaluation Committee will be established by the City of Milpitas. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. The City of Milpitas reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until after award of proposal. The City of Milpitas shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Milpitas after all factors have been evaluated

<u>AWARD EVALUATION CRITERIA</u>. Evaluation Criteria that will be used to evaluate all proposals that are received are listed below:

- 1. Understanding of the work required by the City.
- 2. Quality and responsiveness of the proposal.
- 3. Demonstrated competence and professional qualifications necessary for satisfactory performance of the work required by the City.
- 4. References. Recent experience in successfully performing similar services for other municipalities or companies.
- 5. Proposal approach in completing the work.
- 6. Background and related experience of the specific management/supervisorial individuals assigned to this project.
- 7. Proposed compensation.

The evaluation committee may also contact and evaluate the Proposer's references; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be

obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Milpitas.

Discussions may, at the City of Milpitas' sole option, be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, the City of Milpitas will not disclose information derived from proposals submitted by competing Proposers. A Notification of Intent to Award may be sent to any Proposer selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City of Milpitas may negotiate a contract with the next highest scoring Proposer or withdraw the RFP.

AWARD SELECTION PROCESS. Selection of qualified Proposers will be based on the following: quality and completeness of submitted proposal; understanding of project objectives; project approach; experience and expertise with public agencies and similar types of efforts; and references. Additional questions may be asked of Proposers and interviews may be conducted. Proposers will be notified of any additional required information or interviews after the written proposals have been evaluated.

Interviews will be held with the most qualified respondents. The recommended proposals will be submitted to the (awarding authority) for contract approval. The Proposer selected will enter into a contract with the City of Milpitas.

#### EXAMPLE OF A WEIGHTED EVALUATION

EVALUATION CRITERIA	PERCENTAGE
Understanding of the work required by the City.	10
Quality and responsiveness of the proposal.	10
Demonstrated competence and professional qualifications necessary for satisfactory performance of the work required by the City.	10
References. Recent experience in successfully performing similar services for other municipalities or companies.	10
Proposal approach to completing the work.	10
Background and related experience of the specific individuals assigned to this project.	10
Proposed compensation.	40

The above percentages show the relative importance of individual criterion. The evaluation committee will use these criteria to score the proposals.

<u>CANCELLATION OF SOLICITATION</u>. The City of Milpitas may cancel this solicitation at any time.

<u>COMPLIANCE WITH LAWS.</u> All proposals shall comply with current federal, state, and other laws relative thereto.

CONTRACT DOCUMENTS, EXAMINATION OF. It is the responsibility of the Proposer to carefully thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any), hereinafter referred to as Contract Documents. Proposer shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Proposer to examine the Contract Documents shall in no way relieve him from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which the City of Milpitas may rely that the Proposer has thoroughly examined and is familiar with the contract documents. The failure or neglect of a Proposer to receive or examine any of the contract documents shall in no way relieve him from any obligations with respect to the Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

#### DEFINITION OF TERMS. For the purposes of this RFP, the following definitions will be used:

- a. Contractor. The term "Contractor refers to the party entering into a contract with the City of Milpitas as a result of this solicitation. Same as Successful Proposer.
- b. Evaluation Committee. An independent committee established by the City of Milpitas to review, evaluate, and score the proposals, and to recommend award to the Proposer that submitted the proposal determined by the committee to be in the best interest of the City of Milpitas.
- c. May. Indicates something that is not mandatory but permissible.
- d. Must/Shall. Indicates a mandatory requirement. A proposal that fails to meet a mandatory requirement will be deemed non-responsive and not be considered for award.
- e. Proposer. Same as bidder. The person or firm making the offer.
- f. Proposal. The offer presented by the Proposer.
- g. RFP. Acronym for Request For Proposals.
- h. Should. Indicates something that is recommended but not mandatory. Failure to do what "should" be done will not result in rejection of your proposal.
- i. Submittal Deadline. The date and time on or before all proposals must be submitted.
- j. Successful Proposer. The person, contractor, or firm to whom the award is made.

<u>DISQUALIFICATION OF PROPOSER</u>. If there is reason to believe that collusion exists among the Proposers, the City of Milpitas may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-Proposal to a Proposer, or who has quoted prices on materials to

a Proposer, is not thereby disqualified from submitting a sub-Proposal or quoting prices to other Proposers. Reasonable ground for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the City of Milpitas may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

<u>DOCUMENTS TO BE RETURNED WITH PROPOSAL</u>. Failure to completely execute and submit the required documents before the Submittal Deadline may render a proposal non-responsive. The documents that must be returned by the Submittal Deadline are listed on the form entitled "Proposal Documents to be Returned" and attached hereto.

EXECUTION OF CONTRACT. Time is of the essence of this contract. The Successful Proposer/Contractor shall execute the contract, including but not limited to signing all necessary documents and submitting all required evidences of insurance, within ten (10) days after personal delivery of the notice or within fifteen (15) days after such notice has been deposited in the United States mail. One copy of the contract will be returned to the Contractor after the City of Milpitas executes the contract. In case of failure of the Contractor to execute and return the contract and all required documents within the time allowed, the City of Milpitas may, at its option, consider that the Proposer has abandoned the contract. After the contract has been executed, including the insurance documents and certificates. Proposer agrees to commence work within ten- (10) working days after the date of the Notice to Proceed,

EXPERIENCE AND COMPETENCY. The Successful Proposer shall be skilled and regularly engaged in the general class or type of work called for under the contract. The Successful Proposer shall also have no less than 5 years' experience in the magnitude and character of the work proposal. Each Proposer shall be set forth his experience on the form entitled Proposer's Experience and submit it with his proposal. It is the intention of the City of Milpitas to award a contract to a Proposer who furnishes satisfactory evidence that he/she has the requisite experience, ability, sufficient capital, and facilities to enable him to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Proposer, the City of Milpitas will weigh any evidence that the Proposer has performed satisfactorily other contracts of like nature, magnitude, and comparable difficulty and comparable rates of progress. In selecting the lowest responsive and responsible Proposer, consideration will be given not only to the financial standing but also to the general competency of the Proposer for the performance of the work specified in the contract documents.

<u>FIRM PRICE PERIOD</u>. Proposers' offer shall remain open and firm for a period of not less than ninety (90) calendar days from the Submittal Deadline.

<u>FORMATION OF CONTRACT</u>. Proposer's signed proposal and City of Milpitas' written acceptance shall constitute a binding contract.

<u>INDEPENDENT CONTRACTOR</u>. Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be

employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the City of Milpitas. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its employees, shall at times be considered independent Contractors and not agents of the City of Milpitas.

<u>INFORMED PROPOSER</u>. Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at Proposers' own risk and they cannot secure relief on the plea of error.

<u>INK OR TYPEWRITTEN</u>. All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the proposal.

<u>INTERPRETATION OF CONTRACT DOCUMENTS</u>. If any person is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies or omissions in the specifications, he may submit to the City of Milpitas a written request for an interpretation or correction. Requests for interpretations shall be made in writing via Public Purchase. To insure fairness, no oral requests by telephone or in person shall be accepted.

In Public Purchase just click on the title of the bid and the bid page will open up, then on the right hand side of the page under "Questions" click on [View/ Ask questions] and type in your question. Answers will be sent vie e-mail notification to all registered bidders.

#### The cut off for asking questions is 2:00 PM November 20, 2013.

Questions answered on Public Purchase are considered to be a part of or clarifications of the Request For Proposal and are considered to be addenda. From time to time the City may also issues separate addenda through Public Purchase and they shall also become a part of the Request for Proposal. It is the responsibility of each Proposer to ensure that they have registered on Public Purchase. To register on Public Purchase contact the Purchasing Agent directly at 408-687-1639. Any prospective Proposer who obtained a set of contract documents from anyone other than the City of Milpitas is responsible for contacting the City of Milpitas Purchasing Agent at the number listed above and registering on Public Purchase; this is the only way you can receive addenda and/or ask questions about the RFP. The same rules apply to technical and site related questions.

<u>NOMENCLATURES</u>. The terms Successful Proposer, Successful Contractor, and Contractor may be used interchangeably in these specifications and shall refer exclusively to the firm with whom the City of Milpitas enters into a contract because of this solicitation.

<u>NON-COLLUSION AFFIDAVIT</u>. Proposers are required to submit a Non-Collusion Affidavit with their Proposals.

<u>NOTICES</u>. Unless otherwise provided herein, all notices required hereunder shall be given by United States registered or certified mail, or other form of mail which offers proof of mailing, postage prepaid and addressed to the party at the address below.

Any written notice to Contractor shall be sent to:

Varsity Facility Services

Rob Ridge, Regional Vice President
11346 Sunco Drive, Suite 101

Rancho Cordove, CA 945742

Any written notice to City shall be sent to:

City of Milpitas Purchasing Agent 455 E. Calaveras Blvd. Milpitas, California 95035-5411

OFFERS OF MORE THAN ONE PRICE. Proposers are NOT allowed to submit more than one proposal.

<u>OPENING OF PROPOSALS</u>. All proposals, irrespective of irregularities or informalities, will be opened and the names of the Proposers will be publicly read aloud at the Submittal Deadline. *No other information will be released until after the award*. All interested persons are invited to be present at the opening and reading of proposals.

a. <u>Postponement of Opening</u>. The City of Milpitas reserves the right to postpone the Submittal Deadline and opening of proposals any time before the date and time announced in the Request For Proposals or subsequent addenda.

<u>PRICE DISCREPANCIES</u>. In the event that there are unit price items in a proposal schedule and the "amount" indicated for a unit price of an item does not equal the product of the unit price and quantity listed, the unit price shall govern and the amount will be corrected accordingly. If there is more than one item in a proposal schedule, and the total indicated for the schedule does not agree with the sum of prices of the individual items, the prices given for the individual items shall govern and the total for the schedule will be corrected accordingly. The Proposer will be bound by said corrections.

PRICES. All Proposals shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the Proposer's authorized representative. Proposal prices shall include everything necessary for the completion of construction or fulfillment of the contract including but not limited to furnishing all materials, equipment, tools, facilities and all management, superintendence, labor, services, taxes, licenses and permits required to complete the work in accordance with the contract documents, except as may be provided otherwise in the contract documents. The work and the proposal price shall also include providing the necessary safety precautions such as barricades, warning signs for protection of the public and any necessary "cleanup" that is required to restore the work site to a satisfactory condition. Any items shown on the plans or details or described in the specifications that are not specifically listed in the proposal item are to be considered included in the proposal item and no additional or special compensation will be allowed. In the event that there is more than one proposal item in the proposal schedule, the Proposer shall furnish

a price for all proposal items in the schedule, and failure to do so will render the proposal as non-responsive and may cause its rejection. The total amount of the proposal will be the sum of the total prices of all items in the proposal schedule.

#### PROPOSAL FORMS

- a. Forms. Proposals must be submitted on preprinted forms supplied by the Purchasing Office.
- b. <u>HARD COPIES</u>. One (1) original and five (5) copies must be submitted on or before the Submittal Deadline. Proposers shall submit one (1) <u>original proposal marked "MASTER"</u> the <u>identical copies</u>. Envelopes containing the original and the copies should be marked in accordance with the directions found elsewhere in these instructions.
- c. <u>Discrepancies</u>. If discrepancies are found between the copies, or between the original and copy or copies, the original "MASTER" will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER", the City of Milpitas reserves the right to use the original as the Master. If no document can be identified as an original bearing original signatures, Proposer's proposal may be rejected at the discretion of the City of Milpitas.

Electronic responses must conform to the guidelines in the Invitation for Bid, page 1, section "SUBMITTING THE BID" (a), (b).

PROPOSAL CONTENT. Proposer must describe in detail how he will meet the requirements of this RFP, and may provide additional related information with his proposal. The proposal should be presented in a format that corresponds to, and references, the sections outlined in the Scope of Work, and should be presented in the order outlined below. Responses to each section and subsection should be labeled to indicate which item is being addressed. Proposals should be straightforward and concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. If a complete response cannot be provided without referencing supporting documentation, you must provide such documentation with the proposal.

Firms interested in responding to this RFP, must submit the following information, in the order specified below:

- 1. <u>Cover Letter</u>. Submit a letter of introduction and executive summary of the proposal. The letter must contain the original signature of the person authorized by your firm to obligate your firm to perform the commitments contained in the proposal. Submission of the letter will constitute a representation that your firm is willing and able to perform the commitments contained in the proposal. The cover letter should describe the proposer and include all of the following:
- 1.1 The official name of the proposer, as well as any fictitious business names.
  - 1.2 The proposer's organizational structure (e.g. corporation, partnership, limited liability company, etc.)
  - 1.3 The jurisdiction in which the proposer is organized and the date of such organization.

- 1.4 The address of the proposer's headquarters, and of any local office of the proposer involved in the proposal. Included in this section should be the representative the proposer has authorized to act on behalf of, and bind the proposer. The representative's addresses, e-mail, telephone and fax numbers provided in this section will be used for all notification regarding this RFP.
- 1.5 The proposer's Federal Tax Identification Number.
- 1.6 A representation that the proposer is in good standing in the State of California and has all necessary licenses, permits, approvals and authorizations necessary in order to perform all of the proposer's obligations in connection with this RFP and the Final Agreement.
- 1.7 An acceptance of all conditions and requirements contained in this RFP.
- 2. <u>Table of Contents</u>. A table of contents listing the individual sections of the proposal and their corresponding page numbers.
- 3. <u>Executive Summary</u>. A brief synopsis of the highlights of the proposal and the overall benefits of the proposal to the City.
- 4. <u>Proposal Approach</u>. A brief synopsis that includes a discussion of any and all methodologies or approaches to completing the work.
- 5. Proposer-Qualifications and Experience. A detailed summary of the capabilities of the proposer that pertain to this RFP. Describe the proposer's organization (including any and all affiliates and subsidiaries, whether located inside or outside of Santa Clara County). Describe plans to handle the additional business if awarded this contract, with details on additional personnel, organizational changes and equipment required.
- Key Personnel Qualifications and Experience. A complete list of and resumes for all key managerial and supervisorial personnel associated with the proposal must be provided. For each person on the list, the following information must be included: (i) the person's relationship with the proposer, including job title and years of employment with the proposer; and assignment of work within your firm's work team; (ii) the role that the person will play in connection with this proposal; (iii) address, e-mail, telephone and fax numbers; (iv) the person's educational background; (v) the person's relevant experience. This section of the proposal should include a written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior approval. Submit no more than three pages of information for each person listed.
- 7. <u>References</u>. Complete reference information from a minimum of three institutions or agencies for which the proposer provides or has provided comparable services. Each such reference must include the name and location, annual dollars spent, the scope of

services performed, and the name, address, email, telephone and fax numbers of the person who may be contacted for reference information. Descriptions should be limited to one page for each project.

Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

Proposer must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City of Milpitas reserves the right to reject any proposal based upon the Proposer's prior history with the City of Milpitas or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

The City of Milpitas is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City of Milpitas.

<u>PROPOSAL DEADLINE</u>. Proposals may be submitted any time before the Submittal Deadline. Proposals that do not arrive by the <u>Submittal Deadline</u> will be late and will be returned to the Proposer unopened.

<u>PROPOSAL MODIFICATIONS</u>. Any Proposer who wishes to make modifications to a proposal already received by the City of Milpitas must withdraw his proposal in order to make the modifications. Withdrawals must be made in accordance with the terms and conditions of this solicitation (See: Withdrawal of Proposal). All modifications must be made in ink, properly initialed by Proposer's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Proposer to ensure that modified or withdrawn proposals are resubmitted before the Submittal Deadline.

<u>PROPOSAL PRICES, NOTATIONS, AND MISTAKES</u>. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the Proposal. Offers shall be made separately on each item. Where there is a conflict between words and figures, words will govern.

<u>PROPOSAL</u>, <u>REJECTION OF</u>. The City of Milpitas reserves the right to reject any proposal, all proposals, or any part of any proposal presented and readvertise for proposals. The City reserves the right to cancel the solicitation and make no award. The City of Milpitas reserves the right to reject the proposal of any Bidder who previously failed to perform adequately for the City of Milpitas or any other governmental agency. The City of Milpitas expressly reserves the right to reject the proposal of any Bidder who is in default on the payment of taxes, licenses, or other monies due the City of Milpitas. The City accepts no liability for any cost incurred by any proposer in the preparation of a proposal. All costs associated with the preparation of a proposal shall be born solely by the proposer

<u>PROPOSAL RESULTS</u>. It is not the policy of the City of Milpitas to provide RFP results in response to telephone inquiries. A tabulation of the names of Proposers will be posted on the Purchasing page of the City website.

<u>PROPOSAL SUBMITTAL</u>. HARD COPY Proposals should be clearly labeled and submitted in a sealed envelope or box bearing the name of the Proposer, RFP number, and Submittal Deadline. Proposer's authorized representative must properly initial any erasures or alterations of any kind. Proposals that contain omissions or improper erasures or irregularities may be rejected. No oral, telegraphic, or telephonic proposals or modifications will be considered unless otherwise specified herein.

Electronic responses must conform to the guidelines in the Invitation for Bid, page 1, section "SUBMITTING THE BID" (a), (b).

<u>PROPOSER IS SOLE POINT OF CONTACT</u>. The Successful Proposer will be the sole point of contact. The City of Milpitas will look solely to the Successful Proposer for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Proposer shall not be relieved for the non-performance of any or all subcontractors.

QUALIFICATION OF PROPOSERS. Each Proposer shall be skilled and regularly engaged in the general class or type of work called for under the contract. It is the intention of the City of Milpitas to award a contract to a Proposer who furnishes satisfactory evidence that the Proposer has the requisite experience, ability, sufficient capital, facilities, and plant to enable the Proposer to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Proposer, the City of Milpitas will weigh any evidence that the Proposer has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. In selecting the most advantageous proposal, consideration will be given to the general competency of the Proposer for the work specified in the contract documents.

<u>QUESTIONS AND COMMENTS</u>. Questions and comments regarding this solicitation must be submitted in writing on the Public Purchase website. Answers, if any, made by the City of Milpitas will be posted on the Public Purchase website. Questions submitted less than 48 hours before the due date and time will not be answered.

#### RULES FOR SUBMITTING PROPOSALS.

- a. Submittal Deadline. HARD COPY Proposals must arrive in the (Purchasing Office), 455 E. Calaveras Blvd., Milpitas, CA 95035-5411, by the Submittal Deadline shown in these specifications or subsequent addenda. Proposals may be submitted by hand, by courier, or any other method specified herein.
- b. Responsibility. Proposers are solely responsible for ensuring their proposal is received by the City of Milpitas in accordance with the solicitation requirements, before Submittal Deadline, and at the place specified. The City of Milpitas shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of proposals shall be made at the office specified in the Request For Proposals (this solicitation). Deliveries made before the Submittal Deadline but to the wrong City of Milpitas office will be

- considered non-responsive unless re-delivery is made to the office specified before the Submittal Deadline.
- c. Extension of Submittal Deadline. The City of Milpitas reserves the right to extend the Submittal Deadline when it is in the best interest of the City of Milpitas.
- d. Facsimile Transmissions. Proposals may NOT be submitted by facsimile, unless otherwise specified herein.
- e. Forms. To be considered for award, each proposal shall be made on forms furnished by the City of Milpitas.
- f. Late Proposals. The Submittal Deadline it IS FIRM. Proposals will NOT be accepted after the Submittal Deadline and will be returned to the Proposer unopened.
- g. Signature. To be considered for award, each proposal shall be signed by an authorized representative of the Proposer.
- h. Sealed. Proposals MUST BE submitted in a sealed envelope.

Electronic responses must conform to the guidelines in the Invitation for Bid, page 1, section "SUBMITTING THE BID" (a), (b).

SIGNATURES. An individual who is authorized to bind the Proposer must sign the proposal.

#### SUBCONTRACTORS. NO SUBCONTRACTORS MAY BE USED ON THIS JOB.

BID SUBMITTAL DEADLINE. The Bid Submittal Deadline is November 22, 2013 at 2:00PM local time. HARD COPY bids must be submitted in sealed envelopes and should be properly identified with the bid number and Bid Submittal Deadline. Hard Copy bids must arrive at the Information Counter located on the first floor of City Hall at 455 E. Calaveras Blvd., Milpitas, CA, 95035-5411, before November 22, 2013 at 2:00 PM local time. Telephone, telegraphic, facsimile, and late bids will not be accepted or considered. It is the Bidders' responsibility to see that their bids have sufficient time to be received by the Purchasing Office before the Bid Submittal Deadline.

Electronic responses must conform to the guidelines in the Invitation for Bid, page 1, section "SUBMITTING THE BID" (a), (b).

<u>TAXES</u>. Successful Proposer shall pay all federal, state and local taxes, levies, duties and assessments of every nature due in connection with any work under the contract and shall indemnify and hold harmless the City of Milpitas from any liability on account of any and all such taxes, levies, duties, assessments and deductions. Proposal prices shall include said taxes.

TERMS OF THE OFFER. The City of Milpitas reserves the right to negotiate final contract terms with any Proposer selected. The contract between the parties will consist of the RFP together with any modifications thereto, the awarded Proposer's proposal, and all modifications and clarifications that are submitted at the request of the City of Milpitas during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Proposer's proposal, and the awarded Proposer's proposal. Specific exceptions to this general rule may be noted in the final executed contract. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City of Milpitas in evaluation of the proposal. Proposer

misrepresentation shall be treated as fraudulent concealment from the City of Milpitas of the facts relating to the proposal.

<u>WAIVER OF INFORMALITIES</u>. The City of Milpitas reserves the right to waive any informalities or minor irregularities or may reject any and all bids (anything herein contained to the contrary notwithstanding) if said rejection is in the best interests of the City.

<u>WITHDRAWAL OF PROPOSAL</u>. Proposers' authorized representative may withdraw Proposals only by written request received by the Purchasing Agent before the Proposal Submittal Deadline. After that time, Proposers may not withdraw their Proposals for a period of ninety- (90) days from the date of opening. At no time may the successful Proposer(s) withdraw his Proposal.

#### TERMS AND CONDITIONS

ANTI-DISCRIMINATION. It is the policy of the City that in connection with all work performed under contract; there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1735. In addition, the contractor agrees to require like compliance by any subcontractor employed on the work.

<u>ASSIGNMENT OF RIGHTS OR OBLIGATIONS</u>. Except as noted hereunder, Successful Proposer may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the City of Milpitas.

<u>ATTORNEY FEES</u>. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

<u>AUTHORITY OF THE CITY OF MILPITAS</u>. Subject to the power and authority of the City of Milpitas as provided by law in this contract, the City of Milpitas shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The City of Milpitas shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

<u>CANCELLATION OF THE CONTRACT</u>. Without CAUSE, the City of Milpitas may cancel this contract at any time with thirty (30) days written notice to the supplier/contractor. with cause, the City of Milpitas may cancel this contract at any time with ten (10) days written notice to the Proposer. Cancellation for cause shall be at the discretion of the City of Milpitas and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Proposer may not cancel this contract without prior written consent of the City of Milpitas Purchasing Agent.

<u>CHANGES IN WORK</u>. The City of Milpitas may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City of Milpitas may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the City of Milpitas. Changes in work and the amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined in accordance with the unit prices of contractor's proposal.

<u>CONTRACT TERM</u>. Contract term will be for one (1) year from January 1, 2014 to December 31, 2014 (the "Anniversary Date"). The City of Milpitas reserves the right to extend this contact for four (4) one (1) year options exercisable at the City's sole discretion, not to exceed five (5) years in total. The City may exercise the renewal option years by written notice to the Contractor by mail, fax or email, including a Purchase Order, sent no later than the last day of the current term. If a renewal option is exercised and/or a price increase is granted it will be transmitted to the Contractor using "Exhibit D – Notice of Exercise of Option to Extend Agreement".

COMPENSATION ADJUSTMENT. The stated rates are fixed for the year of the contract from January 1, 2014 to December 31, 2014 ("Anniversary Date"). "Annually each January 1<sup>st</sup> beginning in 2014 and each 12 months thereafter, rates may be negotiated by the Contractor and the City, provided Contractor submits written notice to the Purchasing Agent of Contractor's request to revise the rates ninety (90) calendar days prior to the anniversary date of this Agreement. In the event that there are significant changes in costs, the following price escalation clause may be implemented with proper documentation from the successful bidder. The calculation method described herein shall not change for the life of the agreement.

- 1. Price increases will only be considered upon presentation of documentation from the Contractor (e.g. invoices, sales receipts, price increase notices, including all costs associated with labor, overhead and general sales and administration) for the life of the agreement. Price changes related to these costs will only be considered annually at the time of renewal. Upon receipt of such notice, the City reserves the right to either:
  - A. Accept the escalation as competitive within the general market place at that time based on documented information submitted by the Contractor and published market indicators for the industry; or
  - B. Negotiate the escalation based on "A" above; or
  - C. Cancel any unused balance of the contract as of the effective date of the renewal option.
- 2. The City shall receive reduced pricing in each instance where the Contractor's costs have decreased. This reduced pricing shall be relative to the percent decrease in the Contract's costs. In the event that the Contractor does not reduce the City's pricing when the Contractor's costs have decreased, the City reserves the right to deduct from any monies due to the Contractor the difference between the City's contract price and the reduced price for each purchase made during the period when the Contractor's costs decreased.
- 3. The City will monitor the United States Department of Labor Bureau of Labor Statistics, Producer Price Index, Category 5617, Series PCU56172, Janitorial Services, Base Year 2013 to determine whether or not a price adjustment is warranted.
- 4. No Price increase shall exceed 5%.
- 5. Purchasing has the sole authority to grant price adjustments for contract renewals. All communications regarding price adjustments shall be directed to:

City of Milpitas Purchasing Agent

## 455 E. Calaveras Blvd. Milpitas, CA 95035-5411

COMPLIANCE WITH OR DEVIATION FROM SPECIFICATIONS. Proposer hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Proposer's response. Proposer may submit an attachment entitled "Exceptions to Specifications", which must be signed by Proposer's authorized representative. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception, the reason for which it is taken, and the suggested change. Proposals failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but may not be a substitution for this requirement.

<u>COMPLIANCE WITH LAWS</u>. All Proposals shall comply with current federal, state, local and other laws relative thereto.

CONTRACT INCORPORATION. This contract embodies the entire contract between the City of Milpitas and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Proposer's successful submittal, supplemental agreements, change orders, and any and all written agreements which alter, amend or extend the contract.

#### CONTRACTOR RESPONSIBILITY.

- 1. Any work completed by the contractor that does not meet the quality standards as determined by the City, shall be re-done by the contractor at no cost to the City. In the event contractor's work repeatedly does not meet the quality standards, the Purchasing Agent and the Public Works Supervisor reserve the right to terminate contract without any cost to the City.
- 2. The contractor must, at all times, maintain adequate staffing to faithfully execute the contract. If it appears at any time the specifications of the contract are not being completed, the contractor will supply additional staff to successfully meet the terms of the contract. The City may request contractor to remove any janitor from its premises at any time it desires for any reason whatsoever, and the contractor shall provide immediate replacement.

DISPLACED JANITOR OPPORTUNITY ACT. This contract may be subject to the provisions of the Displaced Janitor Opportunity Act (DJOA) (California Labor Code §§ 1060 -1065) because it is a contract for janitorial or building maintenance services performed within the State of California entered into on or after January 1, 2002. Under this Act, as specified in detail in the provisions therein, a successor contractor shall retain, for a 60-day employment period, employees who have been employed by the terminated contractor for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor has reasonable and

substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract.

Any janitorial contractor employing 25 or more individuals may be subject to the employee retention and reporting provisions of the DJOA. Pursuant to the Act the terminated contractor shall provide the name, date of hire, and job classification of each employee employed at the site(s) covered by the terminated service contract at the time of the contract termination. Such information shall be provided to the successor contractor (winning bidder) as soon as that new contractor has been selected.

<u>EXPENDATURE</u>. Estimated annual expenditure has been approximately \$500,000. This is an estimate only and represents our best evaluation based on past experience.

<u>FORCE MAJEURE</u>. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the City of Milpitas, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

<u>FORMATION OF CONTRACT</u>. Proposer's signed Proposal and City of Milpitas' written acceptance shall constitute a binding contract.

<u>INDEMNITY</u>. The bidder must hold harmless and fully indemnify the City, its officers, employees and agents from all damages or claims for damages or loss, costs or expenses that may at any time arise out of the bidder's injury to persons or damage to property resulting directly or indirectly from performance of, or failure to perform acts, required by the contract documents, including, but not limited to, infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid including the defense of any action arising there from.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the county of Santa Clara, in the state of California. The parties further stipulate that the county of Santa Clara, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

<u>LIQUIDATED DAMAGES</u>. When the contractor fails to perform, as specified, the services required in this agreement, the City will have been damaged by that lack of performance. Since it is difficult to define the amount of damage caused, the contractor shall agree to the following liquidated damages:

1. If trained personnel do not report to the City's representative within two (2) hours of the start of any shift, the City will be damaged and liquidated damages of Five Hundred Dollars (\$500.00) per occurrence will be deducted from the monthly invoice. The contractor will be notified by telephone or FAX within 24-hours of failure to report and assessment of liquidated damages.

2. If the contractor fails to perform any contracted service or any part of a contracted service, the City will be damaged. The contractor will be notified by telephone or FAX within 24-hours of the failure to perform and performance will be required within 24-hours after receipt of such telephone call or FAX. If the contracted service or any part of the contracted service is not performed within the 24-hours of receipt of telephone call or FAX, the City will be damaged and liquidated damages of Five Hundred Dollars (\$500.00) per occurrence will be deducted from tile monthly invoice.

Notification of failure to perform, damage for lack of performance and liquidated damages of Twelve Hundred Dollars (\$500.00) per occurrence will continue to be deducted from the monthly invoice until the service is performed.

PROPRIETARY INFORMATION. The master copy of each proposal shall be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label part of a proposal as "CONFIDENTIAL" if the Proposer thereby agrees to indemnify and defend the City of Milpitas for honoring such a designation. The failure to so label any information that is released by the City of Milpitas shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the City of Milpitas, the City of Milpitas will notify the Proposer of the request and delay access to the material until seven working days after notification to the Proposer. Within that time delay, it will be the duty of the Proposer to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

<u>RECYCLED PRODUCT PROCUREMENT</u>. The City of Milpitas is committed to the conservation and protection of state and local resources therefore:

- a. For all paper materials of any kind delivered to the City, by a contractor, supplier, or consultant, whether in the form of a product such as a cup or a deliverable such as a report, shall use recycled paper that bears an imprint identifying the recycled content of the paper as not less than the 30% post consumer fiber as specified in Section 12209 of the Public Contract Code. A product such as a cup may have the identifying logo and/or language on the packaging, while a deliverable such as a report shall have the identifying logo on the first page. This shall apply for all paper materials delivered to the city whenever practicable.
- b. Contractors and consultants shall use both sides of paper sheets whenever practicable.

<u>SEVERABILITY</u>. If any provisions, or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

<u>SPECIFICATIONS</u>, <u>CHANGES TO</u>. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced to writing and signed by both parties.

<u>SPECIFICATIONS</u>, <u>DEFINITION</u>. The term "specification" as used in this solicitation shall be interpreted to mean all the pages that make up this solicitation, including all Exhibits and Attachments.

#### SPECIAL PROVISIONS FOR SERVICES

ACCESSIBILITY. The Contractor shall fully inform himself regarding any peculiarities and limitations of the spaces available for the installation of work under this contract. He shall exercise due and particular caution to determine that all parts of his work are made quickly and easily accessible.

<u>BUSINESS LICENSE</u>. If the scope of work under this bid includes performing services or installation on City of Milpitas property, the SUCCESSFUL BIDDER must have a current City of Milpitas Business License. Inquires regarding Business License may be directed to (Finance at 408-586-3100). Business Licenses are not required for materials or equipment shipped by U.S. mail or common carrier.

<u>CLEANUP</u>. During performance and upon completion of work on this project Contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor shall leave entire area in a neat, clean, and acceptable condition as approved by the City of Milpitas.

<u>CLEANUP COST</u>. Proposer shall include in the proposal, all costs for cleanup during performance and upon completion of work on this project. Successful Proposer will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Successful Proposer shall leave entire area in a neat, clean, and acceptable condition as approved by the City of Milpitas.

COOPERATION BETWEEN CONTRACTORS. The City of Milpitas reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the City of Milpitas from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

<u>COORDINATION WITH AGENCIES</u>. The Contractor shall coordinate his activities with the proper regulatory agencies and have their representative on site at the proper times.

<u>DAMAGE</u>. The contractor shall be held responsible for any breakage, loss of the City of Milpitas' equipment or supplies through negligence of the contractor or his employee while working on the City of Milpitas' premises. The contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The contractor shall immediately report to the City of Milpitas any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.

<u>INSURANCE REQUIREMENTS</u>. Within ten (10) consecutive calendar *days* of award of contract, Successful Proposer must furnish the City of Milpitas with the Certificates of Insurance proving

coverage as specified in Exhibit C - Insurance Requirements - General.

<u>REQUIREMENTS</u>. The Contractor shall adhere to all applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, the California State Department of Health Services, and the City of Milpitas Environmental Health Department.

<u>PRE-JOB START MEETING</u>. The contractor shall not commence work until a meeting between representatives of the contractor and the City of Milpitas is held. The meeting will be held at a time, date, and location later to be established.

<u>PREVAILING WAGE</u>. Resolution No. 5981 of the City of Milpitas requires that any contractor performing routine and recurring labor or services in excess of \$1,000.00 on behalf of the City of Milpitas, pay not less than general prevailing wage of per diem wages to all employees engaged to perform said labor or services.

However, the Department of Industrial Relations has not established a prevailing wage rate for work to be preformed under this contract. Therefore, in order to comply with the terms of Resolution Number 5981, the City has conferred with the South Bay Labor Council and SEIU United Service Workers West Union and agreed that for this contract "prevailing wage" shall mean the wages paid in compliance with the SEIU United Service Workers West Northern California Maintenance Service Contract with Service Employees' International Union SEIU United Service Workers West as follows:

Area 1L Rates

Start: \$8.50

Year 1: \$8.75

Year 2: \$9.00

Year 3: \$9.75

Year 4 Master Wage Rate Area 1A/1B: \$13.69 (5/1/13 to 4/30/14)

It shall be mandatory upon the contractor to whom the contract is awarded to not pay less than the said prevailing wage rates to all workers employed in execution of the contract. The Contractor shall forfeit as a penalty to the City, the sum of Twenty-five dollars (\$25.00) for each worker(s) and for each working day such worker(s) is paid less than the above stipulated rates for any work done under or by virtue of this contract by him or her or by any employee under him or her.

<u>REPORTS</u>. The Contractor shall keep or cause to be kept an accurate record showing the names and occupation of all laborers, workers, or mechanics employed by him or her any employee under him or her in connection with the work and also showing the actual hours worked and actual wages paid to each of such workers, which record shall be open at all reasonable hours to the inspection of Steve Erickson, CIP Manager.

<u>CERTIFIED PAYROLL</u>. The wages paid by the Contractor shall be the current applicable prevailing wage rates and in accordance with the requirements specified in these Contract Documents. Contractor shall submit copies of certified payrolls on a quarterly basis.

<u>PROTECTION OF PUBLIC</u>. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the Contractor to give advised and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area.

<u>REJECTION OF WORK.</u> Contractor agrees that the City of Milpitas has the right to make all final determinations as to whether the work has been satisfactorily completed.

<u>RIGHTS RESERVED</u>. (a) <u>Rejection of Work</u>. Contractor agrees that the City of Milpitas has the right to make all final determinations as to whether the work has been satisfactorily completed. (b) <u>Completion of Work</u>. If Contractor fails to comply with the conditions of the contract, or fails to complete the required work or furnish the required materials within the time stipulated, the City of Milpitas reserves the right to purchase in the open market, or to complete the required work, at the expense of the Contractor, including but not limited to, by recourse to provisions of the performance bond if such bond is required under the conditions of this proposal.

<u>SAFETY</u>, <u>FIRST AID REQUIREMENTS</u>. Successful Contractor shall comply with the provisions of California Code of Regulations §§ 1502, 1512, et. seq. regarding safety and first aid kits on site.

<u>SITE INSPECTION</u>. Before submitting Proposals, Proposers must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Proposers' own risk and they cannot secure relief on the plea of error.

#### IMPORTANT NOTICE -

#### PROPOSALS DOCUMENTS TO BE RETURNED

The following forms must be completed and submitted on or before the Submittal Deadline.

- a. Proposal Form (30, 31, 32, & 33)
- b. Experience Statement (34)
- c. Non-Collusion Affidavit (35)
- d. Proposer's Statement Regarding Insurance Coverage (38)
- e. Worker's Compensation Insurance Certificate (39)
- f. Contractor's Nondiscriminatory Employment Certificate (40, 41, & 42)

Failures to complete, sign (where required), and return the above proposal documents with your proposal may render it non-responsive.

### Signature Pages and Acknowledgement of Addenda

#### PROPOSAL FORM RFP 2059 City Wide Janitorial Service

IF BIDDING ELECTRONICALLY ALL THREE PAGES OF THIS FORM MUST BE PRINTED OUT, COMPLETED AND UPLOADED BACK INTO THE PUBLIC PURCHASE SYSTEM

City of Milpitas 455 E. Calaveras Blvd. To: Milpitas, CA, 95035-5411

From: Varsity Facility Services
Name of Bidder

1055 South 3650 West

Mailing Address

Salf Lake City, UT 84104

City, State & Zip

#### CONTRACTOR'S PROPOSAL

The undersigned Proposer agrees that he will contract with the City of Milpitas to provide all necessary labor, supervision, machinery, tools, apparatus etc. to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that he will take in full payment the amount set forth hereon.

Request for Proposal No. 2059 for City Wide Janitorial Service, in its entirety, all Addenda, and the following documents by this reference are hereby made a part of this contract:

- Notice of Request For Proposals
- Background Scope of Work
- Instructions To Proposer
- Terms and Conditions
- Special Provisions For Services
- Addenda
- Proposal Form
- Non-Collusion Affidavit
- Sample Contract
- Proposer's Statement Regarding Insurance Coverage
- Worker's Compensation Insurance Certificate
- Proposer's Nondiscriminatory Employment Certificate
- Janitorial Specifications
- City Wide Janitorial Service Schedule





- Însurance Requirements General Contractor's Proposal

By checking the blank after questions and/or filling in the number after addenda, Proposer acknowledges receipt of questions (if any)  $\frac{87A}{4}$  and Addenda Number(s)  $\frac{1}{2}$ ,  $\frac{1}{2}$ , and  $\frac{1}{2}$ .





#### Addenda Acknowledgement

This is to certify that Varsity was in receipt of all of the addenda uploaded to the PublicPurchase.com site and used the information in the preparation of this bid.





The following pricing is based on the recommendations specific to the City of Milpitas contained in Appendix A

The cost of all labor, material, and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the price for the various items shown forcon. The City of Milpitas reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary, and the same shall in no way affect or make void the centract. When increases or decreases are made to the monthly service, appropriate additions or deductions from the contract total price will be negotiated.

	MONTHLY SERVICES	COST PER MONTH
1.	City Hall complex, 455 E. Calaveras Blvd.	<u>\$ 7,837,00</u>
2.	Milpitas Sports Center/ Teen Center, 1235 E. Calaveras Blvd.	\$ 6,779.00
3.	Main Fire Station No. 1, 777 S. Main St.	ş 487.00
4.	Police Substation/Raceway, (2) Great Mall, 1210 Great Mall Dr.	<u>c 104400</u>
Ś,	Library Garage, 120 N. Main St.	S_1,770.90
6.	Community Center, 457 E. Calaveras Blvd.	\$ 3,017.00
7.	Police Department, 1275 N. Milpitas Blvd.	\$ 6.238.00
X,	Public Works Department, 1265 N. Milpitas Blvd.	g2,139.00
9.	Fire Department Trailer, 777 S. Main St.	g 178.00
10.	Jose Hignera Adobe Bldg., Wessex Place off N. Park Victoria	s 632:00
1į. '	Senior Center, 40 Milpitas Blvd.	S_1,923,00
12	Cracolice Bldg., 540 S. Able St.	s_1,950.00
	TOTAL MONTHLY	<u>\$ 34,024.00</u>
	TOTAL ANNUAL (Total Monthly X 12)	\$ 408 288.00
		6. 0



	ADDITIONAL SERVICES	COST PER HOUR
1.	Services during normal working hours on a weekday with no less than 24 hours notice	\$ 18.00
2.	Services outside normal work hours on a weekday with no less than 24 hours notice	g 18,00
3.	Service with less than 24 hours notice during normal working hours on weekday	s 1800
4.	Service with less than 24 hours notice during outside working hours	\$ 18.00

Total Base Bid Written in Words (Items 1 thru 12 Written in Figures) Thirty-four Thousand and Twenty-four Dollars 00/100

Amount Written in Words. Where there is a discrepancy between words and figures, WORDS WILL GOVERN. Where there is a discrepancy between item unit price and extended total, UNIT PRICE WILLGOVERN.

IN ORDER FOR YOUR PROPOSAL TO BE CONSIDERED YOU MUST PROVIDE PRICING FOR ITEMS I THROUGH 12 ABOVE, FAILURE TO PRICE ANY ITEM SHALL RENDER YOUR QUOTE NON-RESPONSIVE.

ITEMS MAY NOT BE PRICED "IN PART" OR ALTERED IN ANY WAY.

Recycled Product Procurement, Be sure to add an attachment detailing the requirements of the Recycled Product Procurement section of the Terms and Conditions if applicable.

Please check your calculations before submitting your Proposal; the City of Milpitas will not be responsible for Proposer's miscalculations.

Varsity Facility Services Company Name 1055 South 3600 West Mailing Address (PO Box or street) Signature of Authorized Representative

33



Casey Killian

Name of Authorized Representative

Northwest Regional Manager

Title of Authorized Representative

Corporation

Type of Business (Corp. Partnership, Sole Proprietorship)

\_(801)972-3580 Telephone Number

(801)335-0249 Facsimile Number

34



#### REFERENCES RFP 2059 City Wide Janitorial Service

## IF BIDDING ELECTRONICALLY THIS FORM MUST BE PRINTED OUT, COMPLETED AND UPLOADED BACK INTO THE PUBLIC PURCHASE SYSTEM

I hereby certify that I have a current and valid Contractor's License, in good standing, issued by the California State Department of Consumer Affairs and that the information below is a record of my experience in construction of a type similar in magnitude and character to that contemplated under this contract. Additional numbered pages outlining this portion of the bid may be attached to this page.

Varsity Facility Services			*	
Bidder Name				180
I declare under penalty of perjury that atSalt Lake City, UT.	t the fo	regoing is	true and correct. Exe	ecuted on <u>11/20/13</u> (date)
Signature of Authorized Bidder	8		, °° °	
Description	Yr_	Amt.	Customer	Telephone
Janitorial Services, over 1,000,000 sq ft	13 \$_	**	City of Fort Collins	970 221-6592
Janitorial Services, 30+ County Bldgs	5 · \$_	**	Maricopa County	602 506-8796
Janitorial Services, Municipal Bldgs	1.5\$_	**	Salt Lake City Corp.	( 801 ) 535-6651

<sup>\*\*</sup>We have non-disclosure agreements in place with many of our customers which prohibits us from providing this information.

In accordance with Public Contract Code §7106, the following Affidavit must be executed by Proposer and submitted with proposal

#### NON-COLLUSION AFFIDAVIT RFP 2059

#### City Wide Janitorial Service

## IF BIDDING ELECTRONICALLY THIS FORM MUST BE PRINTED OUT, COMPLETED AND UPLOADED BACK INTO THE PUBLIC PURCHASE SYSTEM

State of California	N .
County of Santa Clara ss.	e e
	*
Casey Killian	(Proposer's Name), being first duly sworn, deposes
and says that he or she is Northwest Reg	ional Manager (Position/Title/Owner)
of Varsity Facility Services	(Contractor Name) the party making the
foregoing proposal that the proposal is no	t made in the interest of, or on behalf of, any undisclosed
	, organization, or corporation; that the proposal is genuine
and not collusive or sham; that the propo	ser has not directly or indirectly induced or solicited any
other proposer to put in a false or shar	n proposal, and has not directly or indirectly colluded,
conspired, connived, or agreed with any I	proposer or anyone else to put in a sham proposal, or that
	ne proposer has not in any manner, directly or indirectly,
	conference with anyone to fix the proposal price of the
	any overhead, profit, or cost element of the proposal price,
	cure any advantage against the public body awarding the
	osed contract; that all statements contained in the proposal
	s not, directly or indirectly, submitted his or her proposal
	contents thereof, or divulged information or data relative
	ee to any corporation, partnership, company association,
	any member or agent thereof to effectuate a collusive or
sham proposal."	
11/20/13	Salt Lake City, UT
Date	(Signed at (Place)
9	(orgined at (x tube))
Varsity Facility Services	Casy & Killian
Proposer Name	Authorized Representative
(Person, Firm, Corp.)	
1055 South 3600 West	Casey Killian
Address	Representative's Name
	and the second that the second the second that
Salt Lake City, UT 84104	Northwest Regional Manager
City State Zin	Representative's Title

#### PROPOSER'S STATEMENT REGARDING INSURANCE COVERAGE RFP 2059

City Wide Janitorial Service

## IF BIDDING ELECTRONICALLY THIS FORM MUST BE PRINTED OUT, COMPLETED AND UPLOADED BACK INTO THE PUBLIC PURCHASE SYSTEM

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the Request For Proposals No. 2059, for City Wide Janitorial Service. Should the Proposer be awarded the contract for the work, Proposer further certifies that the Proposer can meet the specified requirements for insurance, and agrees to name the City of Milpitas as Additional Insured for the work specified.

Varsity Facility Services	
Name of Proposer (Person, Firm, or Corpora	tion)
Cary & Killing	5)
Signature of Proposer's Authorized Represen	tative
Casey Killian, Northwest Regional Manager	
Name & Title of Authorized Representative	
November 20, 2013	8
Date of Signing	

#### WORKER'S COMPENSATION INSURANCE CERTIFICATE RFP 2059

#### City Wide Janitorial Service

## IF BIDDING ELECTRONICALLY THIS FORM MUST BE PRINTED OUT, COMPLETED AND UPLOADED BACK INTO THE PUBLIC PURCHASE SYSTEM

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Varsity Facility Services	
Name of Proposer (Person, Firm, or Corporation)	
Carry & Hillian	
Signature of Proposer's Authorized Representative	
w ·	
Casey Killian, Northwest Regional Manager	
Name & Title of Authorized Representative	
November 20, 2013	
Date of Signing	

## CONTRACTOR'S NONDISCRIMINATORY EMPLOYMENT CERTIFICATE

#### RFP 2059

#### City Wide Janitorial Service

## IF BIDDING ELECTRONICALLYTHIS FORM MUST BE PRINTED OUT, COMPLETED AND UPLOADED BACK INTO THE PUBLIC PURCHASE SYSTEM

Certificate Generally

Consistent with a policy of nondiscrimination in employment on contracts of the City of Milpitas and in furtherance of the provisions of Section 1735 and 1777.6 of the California Labor Code a "contractor's obligation for nondiscriminatory employment certificate" as hereinafter set forth shall be attached and incorporated by reference as an indispensable and integral term of all RFQ specifications and contracts of the City of Milpitas for the construction, repair, or improvement of public works.

#### Contents of Certificate

The Contractor's obligation for nondiscriminatory employment is as follows:

In performing the work of this contract, the Contractor agrees as follows:

- 1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.
- 2. The Contractor will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City of Milpitas setting forth the provisions of this nondiscrimination clause.
- 3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code

Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.

- 4. The Contractor will send to each labor union or representative of workers, with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City of Milpitas advising the said labor union or workers' representative of the Contractor's commitments under this provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5. The Contractor will permit access to the Contractor's records of employment, employment advertisements, application forms, and other pertinent data and records by the City of Milpitas, the Fair Employment Practices Commission, or any other appropriate Agency of the State designated by the City of Milpitas for the purposes of investigation to ascertain compliance with the Contractor's Obligation for Nondiscriminatory Employment provisions of this contract, or Fair Employment Practices statute.
- 6. A finding of willful violation of the nondiscriminatory employment practices article of this contract or of the Fair Employment Practices Act shall be regarded by the City of Milpitas as a basis for determining that as to future contracts for which the Contractor may submit quotes, the Contractor is a "disqualified bidder" for being "non-responsible".
- 7. The City of Milpitas shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.
- 8. Upon receipt of any such written notice, the City of Milpitas shall notify the Contractor that unless he or she demonstrates to the satisfaction of the City of Milpitas within a stated period that the violation has been corrected, he or she shall be declared a "disqualified bidder" until such time as the Contractor can demonstrate that he or she has implemented remedial measures, satisfactory to the City of Milpitas, to eliminate the discriminatory employment practices which constituted the violation found by the Fair Employment Practices Commission.
- 9. Upon receipt from any person of a complaint of alleged discrimination under any City of Milpitas contract, the City of Milpitas Administrator shall ascertain whether probable cause for such complaint exists. If probable cause for the complaint is found, the Administrator shall request the City Council to hold a public hearing to determine the existence of a discriminatory practice in violation of this contract.
- 10. In addition to any other remedy or action provided by law or the terms of this contract, the Contractor agrees that, should the Council determine after a public hearing duly noticed to the Contractor that the Contractor has not complied with the nondiscriminatory employment practices provisions of this contract or has willfully violated such provisions, the City of Milpitas may, without liability of any kind, terminate, cancel, or suspend this contract, in whole or in part. In addition, upon such determination the Contractor shall, as a penalty to the City of Milpitas, forfeit a penalty of \$25.00 for each calendar day, or portion thereof, for each person who was denied

employment as a result of such noncompliance. Such monies shall be recovered from the Contractor. The City of Milpitas may deduct any such penalties from any monies due the Contractor from the City of Milpitas.

- 11. The Contractor certifies to the City of Milpitas that he or she has met or will meet the following standards for positive compliance, which shall be evaluated in each case by the City of Milpitas:
  - a. The Contractor shall notify all supervisors and other personnel officers in writing of the content of the nondiscrimination provision and their responsibilities under it.
  - b. The Contractor shall notify all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the nondiscrimination provision.
  - c. The Contractor shall file a basic compliance report as required by the City of Milpitas. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also specify the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.
  - d. The Contractor shall notify the City of Milpitas of opposition to the nondiscrimination provision by individuals, firms or organizations during the period of this contract.
- 12. Nothing contained in this Contractor's Obligation for Nondiscriminatory Employment Certificate shall be construed in any manner to prevent the City of Milpitas from pursuing any other remedies that may be available at law.
- 13. The Contractor certifies to the City of Milpitas that the Contractor will comply with the following requirements with regard to all subcontractors and suppliers:
  - a. In the performance of the work under this contract, the Contractor will include the provisions of the foregoing paragraphs (1) through (8) in all subcontracts and in any supply contract to be performed within the State of California, so that such provisions will be equally binding upon each subcontractor and each supplier.
  - b. The Contractor will take such action with respect to any subcontract or purchase order as the City of Milpitas may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigations with a subcontractor or supplier as a result of such direction by the City of Milpitas, the Contractor may request the City of Milpitas to enter into such litigation to protect the interests of the City of Milpitas.

orby of interpretable	
Cary & Killing	
Signature of Hidder's Authorized Representative	
Casey Killian, Northwest Regional Manager	
Name & Title of Authorized Representative	
November 20, 2013	
Date of Signing	

#### City of Milpitas

EXHIBIT A

#### City Wide Janitorial Specifications RFP 2059

#### **SPECIFICATIONS**

#### A. Scope of Work

The successful bidder shall furnish all labor, supervision, methods and processes, implements, tools, machinery, equipment, transportation and to provide janitorial services at the locations listed below.

	Daily	Detailing Hours	Service Days	Weekly	Approx.
Building	Hours			Hrs	Sq: Ft.
City Hall Complex	. 12	6	5	90	96,000
Sports Center*	- 13	3	7	112	28,619
Main Fire Station	1.5	25	5	8.75	2,800
Police Substation/Raceway	3	.5	7 .	24.5	4,200
Library Parking Garage	3.	.25	7	22.75	126,131
Community Center*	6.5	1.5	7	56 .	16,400
Police Department	8	2	7	70	57,400
Public Works Department	5	. 1	. 5	30	15,400
Fire Department Trailer	- 1	.25	2.	2.5	1,500
Jose Higuera Adobe Bldg*	2	.25	7	15.75	1,200
Senior Center*	7	- 2	7	63	9,000
Cracolice Bldg	3	2	7	. 35	9,504

Utility hours should be added for all periodicals scheduled at all above sites. Utility includes window washing, carpet cleaning, floor cleaning, and power washing City Hall exterior.

Sports Center – large gym & teen center – rented sporadically year round and heavily during the spring and summer including weekend rentals.

Community Center - rented year round including week end rentals.

Jose Higuera Adobe Bldg – rented sporadically in the fall and winter, heavily in the spring and summer, including weekends.

Senior Center - rented year round including weekend rentals.

Cracolice Bldg.- rented lightly year round, mostly weekend rentals.

Cleaning dates for these sites will be adjusted seasonally or based on rental activity, or lack there of. Contractor will be notified in advance of rental schedules and when to clean.

#### B. Work Schedule

Janitorial services for the Milpitas Sports Center are to be provided seven (7) days per week between the hours of 9 PM and 2:00 AM, weekend schedule may be changed due to scheduled activities. Janitorial services for the City Hall are to be provided five (5) days per week between the hours of 5:00 PM and 2:00 AM. Janitorial services for Fire Administration and the Police substation are to be provided five (5) days per week between the hours of 6 PM and 9:00 PM. The janitorial contractor will provide twenty-four (24) hour emergency response if requested, and will be allowed up to 2 hours to respond within the time of request. Contractor will provide all license and insurance as required by the State of California.

#### C. Holidays

There are 12 City holidays on which the contractor <u>may</u> need to provide service to city facilities, upon request from Steve Erickson, CIP Manager or the Public Works Hot Line, 408-586-2026. Holiday work should be included in your basic cost.

#### DATE

New Years Day
Martin Luther King Jr.
Lincoln's Birthday
Presidents Day
Memorial Day
4<sup>th</sup> of July
Labor Day
Veteran's Day
Thanksgiving Day (2)
Christmas Eve

#### D. Supplies and Equipment

Christmas Day

- 1. The contractor shall furnish and keep in good working order all necessary tools and equipment such as, but not limited to cleaners, mops, brooms, buffers, ladders, hoses, vacuums, etc. All supplies and/or equipment used by the contractor must be approved by Steve Erickson, CIP Manager or his designee. Any non-complying equipment or supplies shall be changed out at the request of the Supervisor or his designee. Janitorial closets areas shall be kept clean and free of debris and odor at all times. All supplies and equipment shall be stored in a neat and orderly manner and in such a way as to prevent injury to City or contractor's employees. An equipment inventory is to be kept with the contractor's on-site supervisor.
- 2. The City shall provide the following products: toilet tissue; paper hand towels; toilet seat covers; trash can liners; liquid hand soap; sanitary napkins; light bulbs and all utilities including lights, power and water. Contractor shall fill all restroom dispensers daily.

#### E. Supervision

- 1. The Contractor will assign a supervisor to provide a minimum of three (3) site visits per week during all scheduled cleaning hours and special work assignments. This custodial supervisor or lead supervisor will be required to speak, read and understand English. Weekly janitorial supervisor's reports are to be submitted to Steve Erickson, CIP Manager or his designee noting any building deficiencies needing correction.
- 2. Site supervisor shall carry a cell phone or pager by which the City staff will be able to communicate with him/her. The staff may use the City phones to respond to work related issues.
- 3. The Contractor shall provide a list of all employee's, assigned to each work site. The list shall include name, address, and driver's license number. Also required will be the employee's work schedule and assignment. All employees need to satisfactorily pass a City background screening. All employees must speak English.

#### F. Training

The Contractor shall provide to its employees' environmental, health and safety training to ensure compliance with all federal, state and local laws or regulations.

#### G. Employee Conduct

Employees of the Contractor while performing work under this contract, WILL NOT:

- 1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Contractor employee.
- 2. Remove any City property or personal property, equipment, monies, form or any other item from the Buildings.
- 3. Engage in horseplay or loud boisterous behavior.
- 4. Be under in the influence of alcohol or drugs.
- 5. Gamble.
- 6. Smoke in any building.
- 7. Turn on or use any equipment other than City supplied or Contractor's, such as computers, typewriters, or radios, etc
- 8. Use any City telephone except those designated by the Building Services Superintendent or his/her designee for the purpose of business under this contract.
- 9. Open any desk, file cabinet or storage cabinet.
- 10. Remove any article from desks.
- 11. Consume any food or beverage, other than that brought with or purchased by the employee, and in only in areas designated as break or lunchrooms. Engage in non-work related conversations with City employees or visitors. Come to work late or leave work early.

#### H. Employee Removal

The Contractor shall remove from service on the premises of the City any employee of the Contractor who, in the opinion of the City, is not performing the services in a proper mariner, or who is incompetent, disorderly, abusive, dangerous, or disruptive, or does not comply with rules and regulations of the City. Contractor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.

#### I. Employee Appearance and Identification

Contractor personnel shall present a neat appearance and be easily recognized as Contractor employees. The Contractor shall provide each employee with an identification badge and uniform. The badge shall include the employee's photograph, and Contractor's name. The uniform and identification shall be available prior to entering any City building and shall be worn at all times while working in the City. The uniform at a minimum shall be a uniform shirt with the Contractor's name or logo on it.

#### J. Reporting and Inspections

- 1. <u>Building Control Log:</u> The custodial supervisor and/or lead custodian will be responsible for maintaining a "Building Control Log" which will be the focal point for communications. The contractor's staff will be responsible for signing in daily on the log and sharing work related comments for analysis.
- 2. <u>Status Reports:</u> A report is to be given to Steve Erickson, CIP Manager or his designee daily if, and when, unusual circumstances arise; e.g., suspicious people are observed, lighting inoperable, etc.
- 3. <u>Regular Inspections:</u> 'The contractor's account manager and on-site supervisor will meet with Steve Erickson, CIP Manager or his designee s needed, to review work sites to ensure compliance with contract Specifications.

#### K. Work Performance

The Contractor will adhere to the highest quality standards of the janitorial profession and the City's cleaning standards as communicated by Steve Erickson,, CIP Manager or his designee. Contractor shall immediately notify Steve Erickson, CIP Manager or his designee of any occurrence or condition that interferes with the full performance of the Contractor and confirm it in writing within 24 hours. Contractor shall provide additional staff to complete the work required in these specifications.

#### M. Special Assignments

The Contractor can expect to support special events during and outside of normal duty hours for special functions at the City facilities for open houses, rentals or dignitary visits, etc. The Contractor shall adjust the service schedule so that these services will be performed after the event. In cases where the work is out the normal work schedule, the Contractor shall quote all hourly rates per person for the special assignment.

#### N. Emergency Work

This agreement shall cover routine, requested and emergency janitorial work. Requested work shall be defined as any work beyond the general routine janitorial work outlined in

this agreement. Emergency work shall require a shortened response time of between two (2) and four (4) hours, depending on the nature of said work. The contractor shall have sufficient labor and call-out procedures to assume that staffing is available to allow for this type of unplanned requirement. The City of Milpitas will work closely with the contractor to help develop a specific procedure required to react to emergency Situations.

#### O. Security

Contractor will be required to have available the keys provided by the City at all times while providing service to the City. All doors are to be unlocked and locked as required by each building's specification. The contractor is responsible for after-hours security during performance of janitorial duties. All doors must be locked and shut during the performance of said duties. Lost keys or card-keys will be replaced by the contractor at the rate of \$50.00 per key or card-key, and the contractor will be financially responsible for all costs of re-keying any or all locks affected by lost keys in his/her control. City computers, fax machines, telephones, television sets and copiers are "OFF LIMITS" for use. Contractor will be financially responsible for any loss, damages, or accrued charges for any unauthorized usage this equipment.

#### P. Care of Facilities

The Contractor and all Contractors' employees shall regularly observe general conditions of all building areas and report problem areas to employee's supervisor, Contractor shall be responsible for the knowledge and use of all fire alarms and prevention equipment. In case of emergency, the Contractor's employees shall notify the City's Dispatch Center by dialing 911, then by calling or paging Steve Erickson, CIP Manager or his designee immediately. For non-emergency repairs, the contractor and all contractor's employees shall contract the Steve Erickson, CIP Manager or his designee or by leaving the information on the Facility Maintenance Hotline at (408) 586-2620.

#### Q. <u>Custodial Services Tasks</u>

See attached service description, EXHIBIT B.

# City of Milpitas City Wide Janitorial Service Schedule RFP 2059

General Guidelines	19				
Service Description	Dly	Wkly	Mthly	Ortly	Yrly
Check entire facility on arrival and correct any deficiencies	X				
Report any occurrence that may be out of the ordinary	X				
Keep all access doors locked while cleaning	X				
Lock all doors and leave only designated lights on	X				
Keep custodial closets neat and orderly	X				(*
Gather waste from trash cans, place in specific dumpster	X				5
Clean trash receptacles, replace soiled liners in trash cans	X				
Clean lobby door glass inside and out	X				
Clean all lobby entry way and exterior mats	X		12		
Clean receptionist counter tops and work area	X				e
Wipe down drinking fountains	·X				er .
Clean stairwells	X		8		
Spot clean all glass	X		2		32 .5
Clean door hardware and frames inside and out	X				
Spot clean fingerprints on light switches and doors	X				
Dust handrails	X		18:		
Clean and polish door kick plates and thresholds.		X		2	
Dust all cleared work surfaces and low partition walls		X			
High dust all cleared horizontal surfaces		X		E	
Clean baseboards.			X		
Clean and dust all overhead light fixtures			X		
Detail dust window ledges, blinds, picture frames and			X		
moldings.					
Clean lobby windows interior and exterior			X		
Vacuum upholstered furniture	a	2.9	X		
Floor services for each area are in Floor sections on Page 2					
Kitchen floor mats		X2	42		

#### Lobbies, Stairwells, Elevators & Common Areas

Service Description	Dly	Wkly	Mthly	Ortly	Yrly
Wipe handrails	X				
Clean elevator cabs and doors	X				
Clean, dust and polish furniture	X	186			
Align furniture	X				
Clean all stairwell glass.		X	<b>1</b>		

#### Conference Rooms & City Council Chambers

Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Clean and dust A/V equipment	X				
Align furniture	X				
Clean, dust and polish furniture		X			

#### Auditorium and Classrooms

Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Wipe down tables	X			3	
Align furniture	· X			(V)	

#### Office Areas

Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Align furniture	X				
Clean window ledges and partitions		X			
Clean, dust and polish furniture		X			PG

#### Fitness Areas

Service Description	Dly	Wkly	Mthly	Qitly	Yrly
Clean and sanitize all exercise equipment	X				
Sweep, dust mop and/or damp mop all hard floor surfaces	X				
Spot clean window and mirror glass (prints & smudges)	X	3			
Fill all dispensers	X				
Fully clean all windows and mirrors.		X	19		

#### Restrooms/Sports Center Showers/Holding Cells

Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Clean and polish all stainless steel dispensers	X				
Empty, clean, polish & disinfect sanitary napkin receptacles	X				
Fill all dispensers	X				
Clean and sanitize all fixtures, fittings, toilets and urinals	X				
Clean and polish mirrors	X				
Clean out lockers	X	700		22	
Clean and sanitize all doors, partitions and vanity surfaces	X				
Clean and sanitize all floor mats	X				
Wipe down shower walls	X				
Clean and disinfect walls	12	X			
Clean and flush floor and shower drains with drain cleaner		X			
Clean lockers and walls		X			
Clean and polish all doors and hardware.			· X		
Machine scrub all shower and restroom floors.			X		
Detail clean grout lines in shower walls.				X	

#### Cafeteria/Break rooms/Patio Areas

Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Wipe down dining area and patio tables and chairs	X				
Wipe clean counter tops, sinks and cabinets	X				
Replenish paper towels	X				
Clean all patios and balconies	X				
Wipe down interior and exterior of microwave	X				

Clean and dust balcony walls	X	
Wipe down interior and exterior of refrigerator	X	2

(Refrigerators done per customer's schedule)

#### Parking Garage

Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Gather waste from all trash cans, place in specific dumpster	X				
Clean and dust stairwell ledges, rails and landings	X				
Police parking lot structure and stairwells for debris	. X	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
Police Library entryways	X				
High dust, remove cobwebs	X				
Clean elevator cabs and doors, Polish inside and out	X				
Clean Book Return counter and surrounding area	X				
Check and replace all burnt out light bulbs	. X				
Sweep all parking lot			2X		

#### Hard Floor Care

Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Sweep, dust mop and/or damp mop all hard floor surfaces	X				
Sweep, damp mop and disinfect all restroom and shower floors.	X		<b>*</b> 0		
Harwood floors - Daily sweeping with a treated dust mop	X				
Machine scrub all stone, concrete and tile floors.			X ·		
Spray buff high traffic VCT areas.			X		
Strip & wax VCT areas				. X	
Strip and seal all stone, concrete and ceramic floors					2X

#### Carpet Floor Care

Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Vacuum all carpet.	X		10.0		
Spot clean high traffic area carpets.	X				
Spot clean all other carpet.		X			
Detail vacuum edges, under desks & around furniture			X		
Bonnett buff high traffic carpets	120			X	
Shampoo & extract carpets		11	1		2X

#### **Utility Services**

(These services billed with monthly cost)

Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Wash all interior perimeter glass		1			2X
Wash all exterior perimeter glass					2X
Wash exterior skin (metal, stone, stucco etc.) CITY HALL ONLY					2X
Sports Center – Clean interior and exterior glass surrounding the pool. (June – Aug.)	Х				
Teen Center – Shampoo or extract carpet.			X		



## EXHIBIT C INSURANCE REQUIREMENTS - GENERAL

#### **Definition:**

For purposes of this contract, the following definition applies: City of Milpitas includes the duly elected or appointed officers, agents, employees and volunteers of the City of Milpitas, individually or collectively.

Insurance Required:

No work shall be done under this Contract unless there is in effect insurance required by the Contract and under this section, and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been so obtained and approved. The Contractor shall maintain or cause to be maintained adequate workers' compensation insurance as required under the laws of the State of California, for all labor employed by him or by any subcontractor under him who may come within the protection of such worker's compensation laws of the State of California and shall provide or cause to be provided employer's liability insurance for the benefit of his employees.

#### Minimum Scope of Insurance: (Check Mark Indicates Required)

Coverage must be at least as broad as:

- (X) Insurance Services Office Commercial General Liability coverage (occurrence Form CG0001).
- (X) Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
- (X) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- ( ) Professional Liability or Errors & Omissions Liability insurance appropriate to the contractor's profession.
- ( ) Architects' and Engineers' coverage is to be endorsed to include contractual liability.

#### Minimum Limits of Insurance:

Contractor must maintain limits no less than:

1. General Liability: (Including operations,

products and completed operations, as applicable.)

\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit.

2. Automobile Liability:

\$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation

Statutory

Employer's Liability:

\$1,000,000 each accident

\$1,000,000 disease-policy limit \$1,000,000 disease-each employee

4. Professional Liability or

\$1,000,000 each occurrence \$1,000,000 policy aggregate

Errors & Omissions.

Liability:

1 of 3

#### Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

#### Other Insurance Provisions:

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 1. The City of Milpitas, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85), or as a separate owner's policy.
- 2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- 3. The Insurance Company agrees to waive all rights of subrogation against the City, its elected or appointed officers, officials, agents and employees for losses paid under the terms of any policy which arise from work performed by the Named Insured for the City. This provision also applies to the Contractor's Workers' Compensation policy.
- 4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice (10 days for non-payment) by certified mail, return receipt requested, has been given to the City. If Contractor's insurer refuses to provide this endorsement, Contractor shall be responsible for providing written notice to the City that coverage will be canceled thirty (30) days after the date of the notice or ten (10) days for non-payment.

#### Acceptability of Insurers:

Insurance is to be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best's rating of no less than A-VII. If insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best's rating of no less than A-X. Exception may be made for the State Compensation Fund when not specifically rated.

#### Verification of Coverage:

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on insurance industry forms, provided those endorsements or policies conform to the contract requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

The Certificate with endorsements and notices shall be mailed to: City of Milpitas, Attention: Purchasing, 455 East Calaveras Boulevard, Milpitas California, 95035-5411.

Ins. Basic 072007 2 of 3

#### Subcontractors:

Contractors must include all sub-contractors as insureds under its policies or furnish separate certificates and endorsements for each sub-contractor. All coverage for sub-contractors are subject to all of the requirements included in these specifications.

#### Absence of Insurance:

If the Contractor allows the insurance to lapse, be cancelled, or be reduced below the limits specified in this article, the Contractor shall cause all work in the Project to cease and any delays or expenses caused due to stopping of work and change of insurance shall be considered Contractor's delay and shall not be considered to increase cost to the City or increase time in which the Project shall be completed.

Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, City may immediately terminate this Agreement

#### EXHIBIT D - NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT

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#### CITY of MILPITAS

Purchasing Division 455 E. Calaveras Blvd Milpitas, CA 95035

Phone: 408-586-3160 Fax: 408-586-3170

November 12, 2013

#### ADDENDUM NO. 1 RFP 2059

"City Wide Janitorial Service at Twelve City Locations"

Please note the following revision to RFP 2059, Janitorial Service:

1. In regard to question #7. The city has prepared the attached Table to provide the best answer we can about the cost per building, private rental data for one year, and number of kitchens and bathrooms.

All other provisions of the documents and specifications remain in full force and effect.

Respectfully,

Chris Schroeder Purchasing Agent

Chris Schroeden

408-687-1639

	MONTHLY SERVICES	COST PER MONTH	PRIVATE RENATLS 11/1/12 to 10/31/13	NUMBER OF KITCHENS	NUMBER OF BATHROOMS
1.	City Hall complex, 455 E. Calaveras Blvd.	\$6,833.00		8	16+2 Locker Rooms
2.	Milpitas Sports Center/ Teen Center, 1235 E. Calaveras Blvd.	\$6,318.00	49	2	2 + 4 Locker Rooms
3.	Main Fire Station No. 1, 777 S. Main St.	\$494.00		1	
4.	Police Substation/Raceway, (2) Great Mall, 1210 Great Mall Dr.	\$922.00 Currently 5X M-F	¥	Ī	2
5.	Library Garage, 120 N. Main St.	\$1,160.00	и	0	0
6.	Community Center, 457 E. Calaveras Blvd.	\$5,823.00	65	2	4
7.	Police Department, 1275 N. Milpitas Blvd.	\$6,828.00	# # # # # # # # # # # # # # # # # # #	3	8 + 2 Locker Rooms
8.	Public Works Department, 1265 N. Milpitas Blvd.	\$3,532.00	ä	. 4 ·	6+2 Locker Rooms
9.	Fire Department Trailer, 777 S. Main St.	\$325.00 \$381.00	46	1	2
10.	Jose Higuera Adobe Bldg., Wessex Place off N. Park Victoria	currently up to 5X M-F as needed		1	2
11.	Senior Center, 40 Milpitas Blvd.	\$7,484.00	13	3	4
12.	Cracolice Bldg., 540 S. Able St.	Just started renting — low use — no data available.	32	1	. 4



#### CITY of MILPITAS

Purchasing Division 455 E. Calaveras Blvd Milpitas, CA 95035

Phone: 408-586-3160 Fax: 408-586-3170

November 19, 2013

#### ADDENDUM NO. 2 RFP 2059

"City Wide Janitorial Service at Twelve City Locations"

Please note the following revision to RFP 2059, Janitorial Service:

- 1. Page 22, CONTRACT INCORPORATION, delete the words "performance bond(s)" from the last sentence of the paragraph.
- 2. Page 23, LIQUIDATED DAMAGES, item #2 (on page 24) the last sentence of the item shall read "If the contracted service or any part of the contracted service is not performed within 24-hours of receipt of telephone call or FAX, the City will be damaged and liquidated damages of Five Hundred Dollars (\$500.00) per occurrence will be deducted from the monthly invoice until the service is performed."
- 3. The last sentence of the LIQUADATED DAMAGES clause after Item #2 shall be deleted

All other provisions of the documents and specifications remain in full force and effect.

Respectfully,

Chris Schroeder

Purchasing Agent

Chris Schoeder

City of Milpitas

408-687-1639

## Public | Purchase.

Chai 🕏 🦪 Help 🖫 Logoni.

#### Questions for Bid RFP #2059 - City Wide Janitorial Service at Twelve City Locations

#### Question #1

who is the current service provider

Answers

Universal Building Services

Archive

Nov 6, 2013 9:53:55 PM PST

Joine New Bid Closed Bids

By: Varsity Facility Services - Esegura@varsityfs.com

Nov 7, 2013 11:58:08 AM PST

By: chrisschroeder

#### Question #2

is the current provider using union employees?

**Answers** 

Yes.

Nov 6, 2013 9:54:44 PM PST

By: Varsity Facility Services - Esegura@varsityfs.com

Nov 7, 2013 3:23:11 PM PST

By: chrisschroeder

#### Question #3

what is the current monthly price for each building.

Answers

See Addendum No. 1.

Archive

Archive

Nov 6, 2013 9:56:45 PM PST

By: Varsity Facility Services - Esegura@varsityfs.com

Nov 12, 2013 4:45:59 PM PST

By: chrisschroeder

#### Question #4

Do you have to be a union company to bid this account

#### **Answers**

No, but you must abide by the Union Wage/Prevailing Wage requirements in the RFP.

Nov 6, 2013 10:18:11 PM PST

By: All Pro Janitorial Systems - rolloclay

Nov 7, 2013 12:02:10 PM PST

By: chrisschroeder

Archive

how many employees are currently working the 12 locations

That is not something we require the contractor to disclose.

Nov 7, 2013 12:02:56 PM PST

By: All Pro Janitorial Systems - rolloclay

Nov 6, 2013 10:25:15 PM PST

By: chrisschroeder

Archive

#### Question #6

Page 29, bullet b states "b. Experience Statement (34)", however page 34 is a document for References. Please confirm that the page 34 "References" is the correct one to be submitted under this tab.

Nov 7, 2013 9:16:56 AM PST By: Impec Group - bilkelly

#### Answers

They are one in the same.

Archive

Nov 7, 2013 12:04:20 PM PST By: chrisschroeder

Nov 7, 2013 9:17:20 AM PST

By: Impec Group - billkelly

#### Question #7

Exhibit A, is the price of the Event Cleanings to be incorporated in the monthly pricing per building? If so, please provide a report of the average number of events booked per year for the last 5 years for estimation purposes. Please provide the report for the following buildings with requires event cleanings:

- Sports Center
- Community Center
- Jose Higuera Adobe Bldg.
- Senior Center
- Cracolice Bldg.

#### Answers

In regard to the average number of events per year. Ther is no single report that would show that type of usage. It would require a great deal of manipulation of data from different sources that would be impossible for the City to provide before the RFP due date. The event cleanings are incorporated into the monthly price. Weekdays and weekends are viewed the same, whether it is a class or a private party you are required to clean the entire facility. All these facilities could be 7 days a week. The Cracolice Bldg. and the Jose Higuera Adobe are very lightly used during the winter months. All are used heavily during the summer.

Nov 7, 2013 4:15:35 PM PST By: chrisschroeder

Archive

See addendum No. 1.

Archive

Nov 12, 2013 4:46:28 PM PST By: chrisschroeder

#### Question #8

Please provide the specific Scope of Work for Event Cleaning.

#### Answers

The work detailed in Exhibit B "Daily Tasks" is the same that has to be done for cleaning after each event.

By: Impec Group - billkelly

Nov 7, 2013 9:17:39 AM PST

Nov 7, 2013 4:17:36 PM PST By: chrisschroeder

Archive

#### Question #9

When are the Event Cleaning Services to be provided (time).

Answers

Nov 7, 2013 9:17:56 AM PST By: Impec Group - billkelly Standard schedules are acceptable, the majority of the time, in the event a party goes to midnight, we require that the janitors adjust their regular start time to provide enough time to clean at the end of the event.

Nov 7, 2013 4:20:41 PM PST By: chrisschroeder

Nov 7, 2013 9:27:22 AM PST By: Impec Group - billkelly

Archive

#### Question #10

Exhibit A, Bullet B. Work Schedule does not match Bullet A. Scope of Work. Please clarify.

For instance, Service Days for the Fire Stations and Police Department does not match. Also the name of the buildings does not match.

Bullet B. Work Schedule states:

Janitorial services for the Fire Administration and the Police substation are to be provided five (5) days per week between the hours of 6 PM and 9:00 PM

#### Answers

Scope of Work is the potential maximum hurs for each site. Go by those hours instead of Item B "Work schedule". Use the names on bid page 31, which match the Scope of Work.

Nov 7, 2013 4:34:47 PM PST By: chrisschroeder

Archive

#### Question #11

Please confirm whether the cleaning for the Library is for the garage only or is garage and library building.

Nov 7, 2013 9:27:56 AM PST By: Impec Group - billkelly

#### Answers

Garage only.

Archive

Nov 7, 2013 12:06:05 PM PST By: chrisschroeder

#### Question #12

Question #13

Please provide a report stating the number of upholstered furniture to be vacuumed per month.

#### Answers

No such documentation exists. The City does not keep records at that level of granularity.

Nov 7, 2013 9:28:16 AM PST By: Impec Group - bilkelly

Nov 7, 2013 12:07:30 PM PST By: chrisschroeder

Archive

When this RFP came out a few months ago and was retracted due to a disqualified winning bidder, why wasn't the next responsive/qualified bidder used?

Nov 7, 2013 11:17:02 AM PST

By: H.N.W. Building Maintenance Inc. - MDAVEY8478

#### Answers

There was only one bidder.

Nov 7, 2013 12:08:01 PM PST By: chrisschroeder

Archive

1/6/2014 10:15 #

#### Question #14

Do you have approx. sq ft of carpet, tile, vinyl and hardwood for each location?

#### Answers

No, the City does not have records at that level of detail.

Nov 7, 2013 12:40:22 PM PST

By: Dome Cleaning Inc. - domecleaning

Nov 7, 2013 2:23:22 PM PST

By: chrisschroeder

Archive

#### Question #15

do you have approx number of offices and desks per location

#### Answers

No, the City does not have records at that level of detail.

Nov 7, 2013 12:41:33 PM PST

By: Dome Cleaning Inc. - domecleaning

Nov 7, 2013 2:23:59 PM PST

By: chrisschroeder

Archive

Archive

#### Question #16

How many bathrooms and kitchens in each location?

#### Answers

See: Addendum No. 1.

Nov 7, 2013 12:41:59 PM PST

By: Dome Cleaning Inc. - domecleaning

Nov 12, 2013 4:47:00 PM PST

Nov 7, 2013 12:43:58 PM PST

By: Dome Cleaning Inc. - domecleaning

By: chrisschroeder

#### Question #17

in the exhibit you only show the services hours for a few locations, can you please provide the service hours for the following: Community Center, Police Dept., Fire Department Trailer, Jose Higuera Adobe Bldg, Senior Center (confirm this is 330pm to 1030pm?) and the Cracolice Bldg. Thank you

#### Answers

The Community Center and the Senior Center are 3:30 PM to midnight. The Police Department main bldg. is 1:30 PM to 10:00 PM. The Fire trailer is any time after 5 PM on Mondays and Thursdays. Tha Abobe and Cracolice Bldgs. are as needed, The Janitor can determine their own time based on the event schedule.

Nov 7, 2013 4:28:09 PM PST By: chrisschroeder

Archive

#### Question #18

Other than the work schedule that is item B for The Sports Center, City Hall, Fire Admin and Police Station what is the work schedule for the remaining locations not mentioned?

#### **Answers**

The same.

Nov 7, 2013 3:01:09 PM PST By: Impec Group - billkelly

Nov 7, 2013 4:28:40 PM PST By: chrisschroeder

Archive

4 of 6

#### Question #19

The observed square footages for two buildings do not seem the same as listed By: Universal Building Services - arniet3120 in the RFP. Please confirm square footages for: 1) Senior Center, and 2) Sports Center.

#### Answers

Those are the best numbers currently available.

Archive

Nov 12, 2013 11:18:57 AM PST

Nov 12, 2013 1:58:36 PM PST By: chrisschroeder

#### Question #20

Re: City Hall building wash and window cleaning - 1) Can this work be done during business hours?, 2) Is it a building wash only OR do you want all the exterior building surfaces brushed down?, 3) Are the metal window sunscreens also to be cleaned?

#### Answers

1.) The work can only be done nights and weekends, but not during business hours. 2.) The entire exterior of the building marble and windows. How you wash the marble is up to you but the City must be informed of any chemical used. 3.) Yes, the sunscreens are included.

Archive.

Nov 12, 2013 11:22:16 AM PST

By: Universal Building Services - arniet3120

Nov 12, 2013 3:15:29 PM PST By: chrisschroeder

#### Question #21

There still no mention of the service hours for Library Nov 13, 2013 10:51:09 AM PST Parking Garage and Public Works Department. Please By: Impec Group - billkelly provide the time janitors can clean.

#### Answers

Garage - any time after 9:00 PM. Public Works - any time after 5:00 PM

Nov 14, 2013 2:10:32 PM PST By: chrisschroeder

#### Question #22

Are current janitorial staff LifeScan documented or is this new to this RFP?

New to this RFP.

Nov 14, 2013 11:48:04 AM PST

By: H.N.W. Building Maintenance Inc. - MDAVEY8478

Answers

Archive

Nov 14, 2013 2:13:01 PM PST By: chrisschroeder

#### Question #23

Addendum No.1 #9 Fire Dept. Trailer shows two Nov 19, 2013 11:48:19 AM PST

pinces \$325 and \$381. Please specify the reasofor this.

#### Answers

What the table shows is that the cost for the Fire Department Trailer is \$325.00 per month and the cost for the Jose Higuera Adobe is \$381.00 per month.

Зу: Valenti Construction Inc. - valinc

Nov 19, 2013 2:07:51 PM PST By: chrisschroeder

Archive.

Archive

#### Question #24

The cut off for asking questions is 2:00 PM November 20, 2013. That time is now past.

#### Answers

Confirmed.

Nov 20, 2013 2:12:35 PM PST By: City of Milpitas - chrisschroeder

Nov 20, 2013 2:18:10 PM PST

By: chrisschroeder

There will be no public opening/reading of the names. A bid tabulation will be provided on or before December 20.

Answers

Question #25

Confirmed.

Nov 21, 2013 3:19:28 PM PST By: City of Milpitas - chrisschroeder

Nov 21, 2013 3:19:46 PM PST

By: chrisschroeder

View Bid

Archive

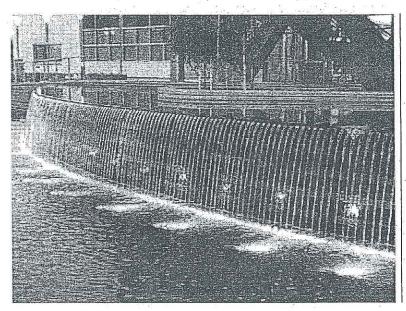
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™Public Group.

# Delivering Award Winning Green Cleaning with Expertise in Public Facilities

A Janitorial Services Proposal and Bid Prepared for





© 22 November 2013

HIGHLIGHTS ,

JanOPS
Certified Green Cleaning
Asset Preservation
Quality Assurance
Transition Plan
Employee Training
24/7 Call Center

RFP 2059

Response prepared by:

Varsity Facility Services | 11346 Sunco Drive, Ste. 101 | Rancho Cordova, CA 95742 | 916.638.8934



WE CLEAN IT



WE ELL IT



WE BUILD IT





#### 1. Cover Letter

#### Dear Committee:

Varsity has been contracting for government facilities such as yours for more than 50 years. We hope you will contact our long-term references, such as the City of Fort Collins, CO to discuss the following benefits Varsity can bring to City of Milpitas:

- A systemized approach to custodial services with JanOPS®, our proprietary ISSA CIMS GB
   Certified cleaning process to implement technology and systems into cleaning, meaning...
   you ensure consistent quality of cleaning across location and cleaner
- Online scheduling of your facilities' routine and periodic tasks, leading to...
  - Easy management and accountability for the work that the City requires
- Regular communication with City staff on scheduled periodic work, which means...
  - City of Milpitas can rest assured the work is being done as promised
- Comprehensive training for employees and managers, meaning...
  - City of Milpitas is confident in safety, quality and communication practices of the custodial contractor
- Stability of both employees and work processes, consistent with Green practices so...
  - City staff can focus on their own work, while aligning Varsity's award-winning Green cleaning practices with any mandates for sustainability

As an additional offering, Varsity proposes our **CUSTOM OPERATIONS PLAN** for City of Milpitas This includes areas of specific interest to the City, addressing things like:

- IICRC Approved Carpet Cleaning Process, including equipment and trained/certified technicians
- ISSA CIMS Green Building Certified Green Cleaning
- · Customization of JanOPS (Janitorial Operating Performance Systems) specific to each facility
- Quality Assurance Plan, including customized electronic reporting, audits, inspections specific to each facility





In the following pages, you will find our detailed proposal for City of Milpitas Facilities plus our proposed contract pricing. We look forward to furthering our relationship with the City and would be glad to answer any additional questions you have about our service offering.

Sincerely,

March. Colo

MARC COLLINGS MBA | Vice-President, Marketing

Varsity Facility Services | Marketing

mcollings@varsityfs.com | www.varsityfs.com

3600 West 1055 South | Salt Lake City, UT 84104

801.972.3580 (Office) | 801.833.6977 (Cell) | 801.335.0249 (Fax)



1.1: The official name of the proposer, as well as any fictitious names.

Varsity Contractors, Inc. DBA Varsity Facility Services

1.2: The proposer's organizational structure.

Private Corporation

1.3: The jurisdiction in which the proposer is organized and the date of such organization.

Incorporated in the State of Idaho on June 13, 1969

1.4. The address of the proposer's headquarters, and of any local office of the proposer involved in the proposal. Included in this section should be the representative the proposer has authorized to act on behalf of, and bind the proposer. The representative's addresses, e-mail, telephone and fax numbers provided in this section be used for all notification regarding this RFP.

#### Local California Office:

Varsity Facility Services | 11346 Sunco Drive, Ste. 101 | Rancho Cordova, CA 95742 | 916.638.8934

#### Contact and Headquarters Address:

MARC COLLINGS MBA | Vice-President, Marketing

Varsity Facility Services | Marketing

mcollings@varsityfs.com | www.varsityfs.com

3600 West 1055 South | Salt Lake City, UT 84104 (Corporate Headquarters)

801.972.3580 (Office) | 801.833.6977 (Cell) | 801.335.0249 (Fax)

1.5: The proposer's Federal Tax Identification Number

82-0292413





1.6: A representation that the proposer is in good standing in the State of California and has all necessary licenses, permits, approvals and authorizations necessary in order to perform all of the proposer's obligations in connection with this RFP and the Final Agreement.



Number Date Filed Status Entity Name Agent for Service of Process	1
Number	
VARSITY CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN	
C0818100 06/02/1977 ACTIVE CONTRACTORS, INC. CALIFORNIA AS CSC. LAWYERS INCORPORATING SERVICE	

Entity Name:	VARSITY CONTRACTORS, INC.
Entity Number:	C0818100
Date Filed:	06/02/1977
Status:	ACTIVE
Jurisdictions	IDAHO
Entity Address:	P. O. BOX 1692
Entity City, State, Zip:	POCATELLO ID 83204-1692
Agent for Service of	CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC - LAWYERS
Process:	INCORPORATING SERVICE
Agent Address:	2710 GATEWAY OAKS DR STE 150N
Agent City, State, Zip:	SACRAMENTO CA 95833





Janitorial Services Proposal

1.7: An acceptance of all conditions and requirements in this RFP.

This proposal has been prepared in good faith and acceptance of all conditions and requirements contained in RFP 2059.





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## 3. Executive Summary

Our proposal is designed to ensure that each facility's cleanliness supports the City of Milpitas' image, economic development and management.

The challenge you face is to ensure a janitorial service partner who not only offers a competitive price, but who also has the operational sophistication to:

- Meet demanding time constraints related to City events through a mature, systemized approach to cleaning
- 2. Has the experience and technology to clean and preserve several thousand feet of carpet and other specialized assets
- 3. Has the process management and communication technology to ensure high responsiveness and control of the cleaning process
- 4. Has the environmental leadership to represent the City's commitment to ISSA CIMS standards
- 5. Can provide up to six points towards LEED certification and is a LEED EB preferred provider.

Varsity Facility Service is the solution to this challenge.

### Organization

Varsity Facility Services provides professional janitorial services nationwide, servicing more than 18,000 facilities, 250 million square feet in 48 states and all Canadian provinces. Our 56 years in business have made us a reputable, national company.

- We were the first building service company (BSC) to receive the International Sanitary and Supply Association's CIMS Quality company certification (with honors).
- We were also the first BSC to earn the ISSA CIMS-Green Building certification.
- We handle the demands of two million square feet of college campuses to six million square feet of manufacturing plants. We manage the complexity of contracts with facility counts of over 3,700 to the smallest contract of one facility.
- We provide services to entire municipalities and counties like Maricopa City, Arizona and the City of Fort Collins in Colorado.

Our rich history and organization makes Varsity not only the right choice, but a safe choice for the City of Milpitas, one that *will not* cause post-purchase regret.



### Approach and Work Plan

Our operations plan for the City of Milpitas facilities has the following objectives:

- 1. Maximize organization and readiness to assure our teams are available for last-minute post-set-up cleaning, post-removal cleaning, and post-construction cleaning for event-driven facilities.
- 2. Maximize security in those facilities that require these specialized types of services.
- 3. Maximize public safety in all of City of Milpitas' facilities and organize specific plans for public facing areas that require extra attention.
- 4. Maximize the productivity so that cleaning deadlines are met and to find operational efficiencies for the City.
- Maximize the life of carpets using proven carpet maintenance practices deployed in the hundreds of millions of square feet of carpet Varsity cleans annually.
- To make the City's cleaning operations visible and accountable using our proven technology.

Through our operations plan, City of Milpitas will gain cost efficiencies with Varsity's use of managed labor and efficient workflow practices.

- We create standard work for our cleaners, making the production process visible.
- We divide your facilities into production quadrants. The four quadrants provide baselines for standard work production rates. Goals are set per quadrant to reach the optimum production rate. These quadrants help assure City of Milpitas Facilities' unique time constraints are met.

Maximize your cleaning production rates through Varsity's state-of-art, highproduction equipment.

- Restroom cleaning that decreases deep cleaning to three minutes per fixture
- Vacuum chariots (standing ride-ons) achieve 30,000 ft<sup>2</sup> per hour needed for open spaces
- Backpack vacuums, in combination with Varsity's standard work, reach 18,000-20,000 ft<sup>2</sup> per hour for offices spaces.

City of Milpitas will benefit from Varsity's IICRC Certified Processes, Gold Rated Equipment and trained & certified technicians.

- Gold Certified Equipment that exceeds the bid specifications
- IICRC certified carpet cleaning specialists



Green Certified chemicals and cleaning products

Through our operations plan, the City of Milpitas will gain open disclosure and control of cost, quality ratings service complaints, work order responsiveness and requirement compliance to assure scope quality and compliance.

- Vektr® Work Order, Inspection and periodic work management system gives the City of Milpitas a direct, inside view of Varsity's performance and adherence to the contract
- Electronic system and quality audits are completed on smartphones and reported through Varsity's web-based information system called Vektr®.
- Online scheduling of City of Milpitas' periodic work and automated work order generation, when periodic work comes due, gives City of Milpitas facility managers an assurance that periodic work isn't being skipped to reduce the contractor's cost!
- Vektr has customizable audit templates and free customer usage
  for audits unrelated to the janitorial contract: like maintenance audits,
  safety audits, fire suppression equipment audits, etc.
- Open quarterly reviews detail performance against Service Level Agreements

Managed defect (complaint reduction) will save City of Milpitas time, energy, and money

- 24/7 Call center giving a single, convenient number to call for any request, complaint or communication
- Escalated and managed work orders through call center
- Local management follow-up and sign-off with City of Milpitas facility personnel

### Qualifications

Contracting with Varsity, the City will spend less time worrying about whether the cleaning company is doing its job. This is due in part because few companies have invested in the level of training that Varsity has. This proposal will show snapshots of the quality training provided. Varsity's training focuses on employee and public Safety, Health, Asset Preservation, Productivity and the Environment in Conventional centers. We call this "Cleaning for S.H.A.P.E.<sup>TM</sup> SHAPE is integrated into three levels of training for cleaning specialists.

Varsity is one of the few janitorial providers that brings a special focus to the training of Day Porters. This customized training is developed using Varsity's Vektr electronic reporting system. Audits customized to City of Milpitas' scope





of work are used to determine areas of weakness in the cleaning process, these areas then become the focus of customized training and future inspections by the Day Porters covering that specific facility.

Likewise, these Vektr quality audits can be used to create reports showing quality assurance and contract compliance over time

### Bottom-Line

By selecting Varsity, the City of Milpitas will ensure it has a janitorial service provider who will meet the time constraints, protect the assets, and provide the flexibility and responsiveness required by the variety of facilities in RFP 2059.

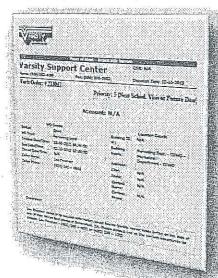


# 4. Proposal Approach

### ISSA CIMS Format Work Plan

Varsity was the first to receive the ISSA CIMS Green Building Certification and has renewed this certification and kept it current. The CIMS organization for presenting a work plan includes the following sections, which we will use to organize the information for this section:

- 1. Quality System
- 2. Service Delivery
- 3. Human Resources
- 4. Health, Safety, and Environmental Stewardship
- 5. Management Commitment
- 6. Green Buildings and Services



### **Quality System**

### Vektr Electronic Reporting

The definition of quality comes directly from the scope of work for each client and APPA guidelines around which Varsity's standardized green cleaning system was developed.

Varsity uses an electronic system called Vektr, which City of Milpitas facility managers can use at any time to conduct audits, open and track work orders, create and manage reports that can be used to show quality assurance over time.

### What is VEKTR?

The VEKTR Quality Assurance System is a secure, web-based work order management program developed by Varsity. It helps centralize all communication, data storage and analysis tasks related to each customer's work orders, quality audits, periodic work and detail reporting. The system is administered by our own Varsity Support Center and allows customer personnel and Varsity managers a safe and secure means of accessing detailed performance information from anywhere in the world, at any time.

Convenience for City of Milpitas. Work orders can be sent via fax, email or viewed online. Phoenix facility managers can determine who needs a copy and the system can automatically generate a copy for them.



VEKTR is a critical tool in taking custodial services to the next level. Not only does it provide real-time work order management, but it also provides a flexible system for report management as well.

### VEKTR: a Reporting Technology

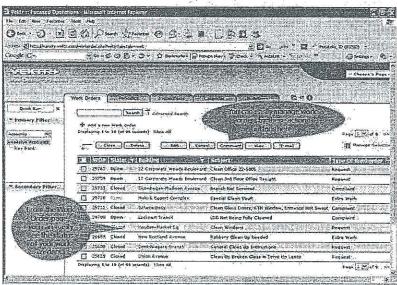
Customers can select from a wide range of standard reports in addition to Varsity employees utilizing online VEKTR systems to report and close out work. Not only can you choose which specific reports you prefer, but you can set up the following reporting parameters:

- Online
- Scheduled (weekly, monthly, quarterly, annually)

### VEKTR: a Work Order System

### Work Order Processing

The VEKTR system allows our managers and customers to enter work orders from any web-enabled computer. We can utilize VEKTR to record and track proactive adjustments to services, record and perform requested extra work, as well as address and follow-up on any noted delinquencies of service. The system distributes these by work order emails, according to a predefined list of your preferences, to all Varsity managers responsible for your property and to any additional personnel you assign.



Excellent work order management assures that the City of Milpitas' needs are met. This figure is an inside look into our system showing work orders generated per building. Varsity has work order management to a science.





# Inspection Inspec

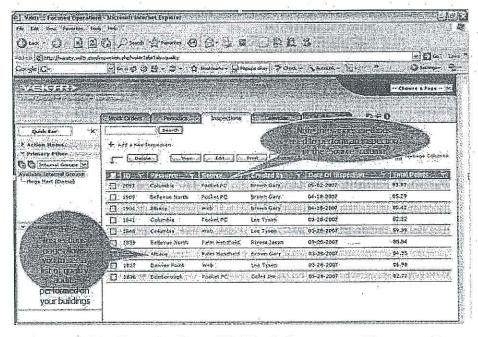
Audits Customized for the City of Milpitas. Varsity offers maximum flexibility even down to its quality audits. We can create customized audit templates which are then linked to the specific facility and downloaded to our managers' smartphones.

### **Quality Inspections**

The VEKTR system offers City of Milpitas the ability to choose a pre-defined audit template or to develop a completely customized inspection form to <u>match</u> <u>your own quality audit requirements</u>. Your personnel and our managers can then perform scheduled (...and unscheduled) audits on any property, using their Smartphone. The inspection is entered into the VEKTR system and copies of the inspection, relevant attachments or photographs and attending work orders are immediately sent to all specified personnel

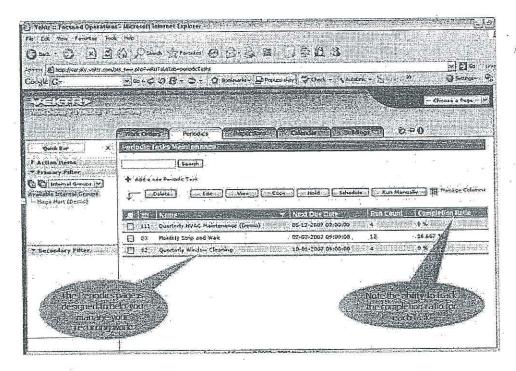
### Periodic Task Scheduling

Varsity will schedule all of City of Milpitas' periodic work within the VEKTR program to ensure accurate and timely compliance to the RFP's periodic work scope. City of Milpitas gains the peace of mind that periodic work (which is hard to track and often gets delayed or remains incomplete with other contractors) is complete per the contract. The system automatically records the completion date, task descriptions, and system parameters for generating and distributing periodic task work orders. Your personnel and Varsity employees can then track each task as it becomes due.



The City of Milpitas' Inspection History: With Vektr, facility managers will have a complete quality history that can be reported in "time-series" showing quality trends for the account.





The City of Milpitas can assure periodic-work compliance. Varsity will enter the City's periodic work into Vektr, which will then schedule and email automatically a work order, assuring the City receives the service it has paid for.

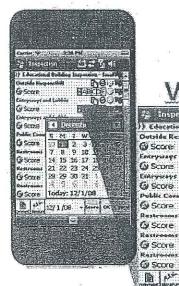
### Handheld Overview

Vektr's primary source of data comes from its handheld application used on the latest smartphone technologies including Android, I-phone, Windows Mobile and Blackberry smart phones. Vektr handheld app: The Vektr smartphone app allows users to:

- o Add new Inspections.
- Attach photos and other files to inspections.
- View and Close Work Orders.
- Synchronize your Inspections at one time on location.
- Eliminate the need to carry paper inspections.



Varsity allows its customers to use both the web-based Vektr system and the handheld app. This means you can create inspection templates beyond janitorial inspections. You can program in all the variables in each account, and there is no limit to the number of templates you can create for any number of purposes.



# **Vektr Smartphone App**

- Add new Inspections
- Attach photos and other files to inspections
- View and Close Work
   Orders
- Synchronize your Inspections at one time on location
- Eliminate the need to carry paper inspections
- Custom Audit Templates
- Customer use for FREE!

Android • iPad / iPhone • Windows Mobile • Blackberry

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CASE STUDY—University of Texas at Austin's use of Vektr Electronic Reporting

City of Milpitas facility managers will benefit from the use of Vektr to control quality and contract compliance. The case study below shows how you can use Vektr to customize audits specific to City of Milpitas' scope of work, conduct these audits at any time, and run ongoing and longitudinal reports that show the quality of the work across the life of the contract.

Varsity uses an electronic reporting system called Vektr, which UT at Austin facility managers can use at any time to conduct audits, open and track work orders, create and manager reports that can be used to show quality assurance over time. Vektr reports created specifically for the University of Texas at Austin from actual data are included after the explanation of Vektr below.

### Vektr: A One-stop Management Solution

Vektr electronic reporting system can be used to manage all of the services required by UT at Austin, including: janitorial, pest control, security, landscaping, etc. In fact there are departments on campus that are currently using Vektr to organize and track construction projects.

Imagine being able to conduct a quality audit, open and manage a work order, and run accountability/quality control reports for any of these services any time, using your smart phone.

Varsity has spent hundreds of thousands of dollars developing the Vektr electronic reporting system, yet use of Vektr is provided FREE of charge with every Varsity contract. This means your facilities department can use custom audit templates for areas other than janitorial (E.g., Fire suppression device audits).

### Varsity has customized Vektr audits for UT-Austin

City of Milpitas facility managers will benefit from the use of Vektr to manage quality control issues and reporting for City of Milpitas. The following case study shows how the University of Texas at Austin uses Vektr to bring immediate resolution to quality control issues and to show quality control reporting over the life of the contract. Varsity has customized Vektr audits that contain the entire scope of work for UT-Austin. The template is divided into the following sections: Restrooms, Exterior Windows, Stairs and Landings, Book Stacks, Loading Dock areas, Library, Classrooms, Offices, Public Corridors, Elevators, Exterior, and Entries.



Each of these sections is broken down into the specific tasks that must be done in each area to fulfill the requirements of the contract; also included is a rating scale and comment section for auditing purposes.

Below is an excerpt from the customized audit template Varsity was created for

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### UT-Austin:

Below is the scope of work upon which the customized audit template was designed and directly taken from:

Task#	Description of Task	Daffy	Twice Weekly	Weekly	Monthly	Quarterly	Semi- Annually	Annually	As Needed/
1.0	Exterior: Terraces, Porches, Patios, and other Enhance Areas:	选集	910	-1					
1.1	Pick up or sweep up trash and cigarette butts. Do not sweep them into planters, onto grass, or under bushes.	Х							
1.2	Remove cigarette butts and other trash from planters, ash ums, trash cans and other architectural features	X						350	
1.3	Sweep steps and remove cobwebs down to sidewalk level	Х							
1.4	Clean off floor mats	X							
1.5	Clean out walk off grates						X		
1.6	Remove graffiti	Х							X



### UT-Austin's requirements:

Utilizing the customized audit template Varsity created specifically for UT-Austin, Varsity managers have been able to fine-tune the work being done. For example, over the 20+ years that Varsity has cleaned the student union, we have become increasingly aware of how to manage entryways and public corridors on rainy days, taking special precautions that go beyond the scope of work required. According to Travelers' Insurance Company, a single slip and fall accident can cost an average of \$40,000 dollars. Varsity's safety efforts have saved UT-Austin money.

Varsity has finely tuned its timing for cleaners to minimize disruption in the classrooms, library and student union, many of which have areas that have to be cleaned/checked more than once during a shift. This has been facilitated by use of the customized audit in Vektr.

Varsity has done excellent work in the UT-Austin main library, where the flooring work has gone beyond the specifications in the scope of work, using Windsor green cleaning technology.

Reports Created Specifically for UT-Austin using the Audit Data

Recently, Varsity was supplied with quality control audit data from University of Texas at Austin manager, Cathy DeGroot, Assistant Manager of Building Services for UT-Austin. Varsity Customer Service and Analytics Manager, Geoff Duern worked directly with Cathy to create the following reports.

Key:

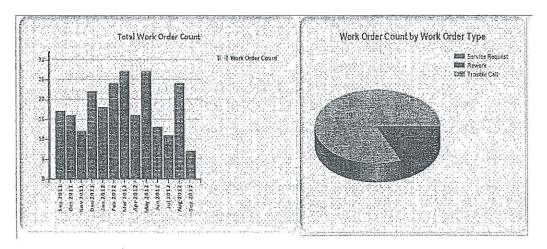
"Trouble Call" = Service Request:

"Rework" = Complaints:

"Service Request" = Extra Work (outside of scope)

The following Vektr dashboard reports for University of Texas at Austin show how many work orders were opened for each month. Out of the 234 work orders, seven were opened because of a complaint about the quality of the service. 37 were opened for extra work that went outside the standard SOW, and 190 work orders were opened for service requests.

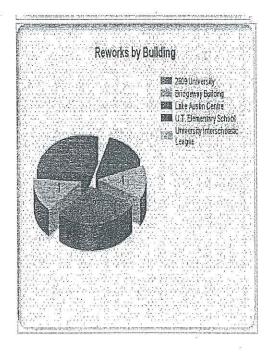




When you think of how many millions of square feet were cleaned during this one-year time frame, the fact that there were only seven complaints about the work Varsity cleaners had completed is quite amazing.

The breakdown below shows work orders by building which is useful if Varsity managers are trying to trouble shoot a specific issue with a specific group of cleaners or individual.

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Bridgeway Building	Ò.	Ò,ú	1:	1
Ú.T. Elementary School	Ö <sup>i</sup>	Ű.	t	T
University Interscholastic	Q.	Ó	Ĩ,	: <b>i</b>



Other reports generated by Varsity managers include one such as the following that is used for contracts with multiple facilities, branches or locations. Note how each facility is given a quality control score or rating, enabling managers to



determine which facilities will require extra training, additional supervision, increased managerial support, etc.

Inspection Score By Period
Period: January 1, 2012 through October 16, 2012
Group: ALL
Resources: ALL

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Users: ALL	+)	n			s demonstrate.	Şervişêş 🗪
Cynthia Herrera	医多种性 医甲状腺					
ID Date of Inspection Resource	Group Name	Percent of Details That Passed	Details Scored	Inspection Score Percen	t Points Scored	Average Points Sc
84097 February-29-2012 7,100894 - William	Gerald Frachiseur	100%	23	100%	100	4.349999905
Part of the second seco	Gerald Frachiseur	100%	23	100%	100	4,349999905
	Area 43 (Wells Fargo,	100%	13	96,92%	63	4.849999905
	Area 43 (Wells Fargo,	100%	13	96.92%	63	4.849999905
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s report is then used to	D. Area 43 (Wells Fargo,	100%	13	100%	65	5
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that shows contract		100%	- 58	98,46%	454	
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artiono. This includes	Area 03(DEN, CO - KB)	100%	10	96%	96	9,600000381
raging the audit scores	Area 03(DBN, CO - KB)	100%	10	96%	96	9,600000381
across locations.	Area 03(DEN, CO - KB)	100%	. 10	97%	97	9,699999809
Heross ideadurs.	Area 03(DBN, CO - KB)	100%	10	97%	- 97	9,699999809
	· Area 03(DBN, CO - KB)	100%	10	96%	96	9.600000381
	Area 03(D⊟N, CO - KB)	100%	10	100%	100	10
	I is somether too	1000/	7.	7 00 501	00.5	0.010000010

### Varsity's Voice of The Customer Program

Critical a partnership, Varsity's ability to understand City of Milpitas' needs, and then flex and change according to these needs. In addition, a good partnership will be based on a continuous improvement process. Varsity excels in these types of partnerships due to experience and expertise in implementing a new Lean Sigma best practice called Voice of the Customer (VOC).

### What is VOC?

The goals of Varsity's VOC process are to determine systematically how customers view Varsity and what is most important to them, to determine customer expectations and measure the company's performance against those areas, and then to translate this knowledge into meaningful improvements for both City of Milpitas and Varsity. VOC is an integral part of LeanSigma and is front and center in driving Varsity's performance improvement projects.



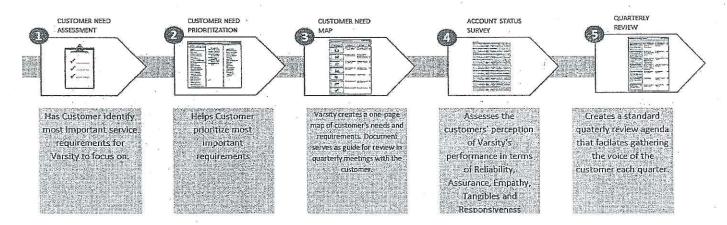
### Varsity's VOC process is designed for:

- 1. Understanding how the customer views Varsity's services and processes
- 2. Understanding which of Varsity's processes are most important to the customer
- 3. Understanding what the customer looks at to measure our performance,
- 4. Understanding what the performance target should be for meeting the customer needs
- 5. Understanding which services needs are in demand from the customer and how Varsity can meet the demand

At the end of the day, VOC is about figuring out what is most important to the customer, and then translating that into results through Lean Sigma improvements to ensure Varsity is managing the account's life cycle and assuring renewal by eliminating customer blind spots.

The VOC questionnaire is available electronically so that customers can access the questionnaire whenever they would like to discuss Varsity's work and schedule a VOC session with the Varsity City of Milpitas District Manager.

VOC sessions are conducted quarterly. The process includes the following steps:



VOC sessions are designed to improve the customer/vendor relationship and add value to the contract:

- 1. In-Person Customer-Needs Diagnosis:
  - Varsity administers a simple but effective survey tool to probe and determine customer priorities
  - Varsity further develops the service flexibility plan with City of Milpitas team





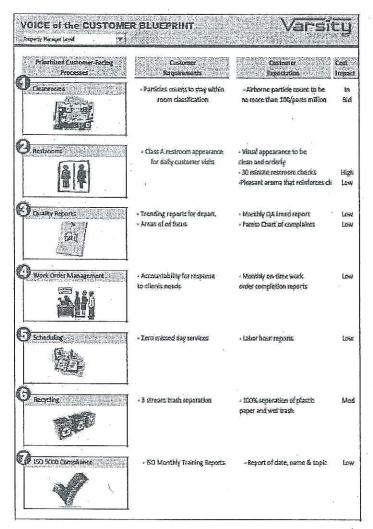
- 2. Customer Requirement Prioritization
  - a. The output from the Needs Diagnosis are entered into a standard tool to understand the relative importance of customer priorities across key processes
- 3. Customer-Focused Blueprint:
  - a. Varsity's City of Milpitas Account teams develop a customer blueprint that communicates action plans to both customers and to Varsity staff
  - b. Varsity develops a scalability plan to outline how the contract can be dialed up or down given City of Milpitas' business situation
- 4. Quarterly Reviews:
  - a. Need Diagnostic for new quarter
  - b. Customer focused blueprint review
  - c. Varsity's SLA performance results
  - d. City of Milpitas business status
  - e. Cost Impact of customer requests

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We provide a structure for Voice of the Customer, but it is really defined by making a flexible process designed to adapt the relationship to City of Milpitas' needs and current business situation.



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Topic	Contact	Presenter	Tema
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Control Business Status Objective: Gain understanding from Versity can further partner with controler	Eusiness Shuation Update     Chritisation of how current stuption affects Varsity     Discussion on how Varsity can help stuption	V.F. Operations, Chase Banks Dave Jahnson	15.0
Cost impact of Eustreme Heat Objective Review cost impacts of request and services. Obcoss price and authorits for requests or changing contiliders.	· Newlew cost soulivist of ensurement requests.	Varsity Regional VP John Kolley	10 n
Others Assisses plan for SLA Objective: Provide details and plan to rable SCA performance results	≠Similar action plan	Vzziy Estern Siglon VP John Kelley	10 r
Other Redew cardoc change: Other can underlanding of how the context and partnership is eaching.	•हेल्स्स कर्म स्थापूट वर्षे क्ष्मिल्लास स्थापूट वर्षे	Variety Regional VP John Kelley	12 n

Using the Account Status Survey, Varsity will measure City of Milpitas' customer satisfaction along five dimensions: Reliability, Assurance, Tangibles Delivery, Empathy and Responsiveness. The standard questionnaire has 19 questions, Here is a sample of the questionnaire:





	1	2.5	3	4	10 中间的 10 中部。
	Strongly Disagree	Somewhat Disagree	Neither agree of disagree	Somewhat Agree	Strongly Agree
Thelieve Varsity c	onsistently delivers o	n what they proposed	in response to our Ri	P. S. Santania	
	1 Strongly Disagree	2 Somewhat Disagree	3 Neither agree or disagree	4 Somewhat Agree	5 Strongly Agree
ASSURANCE	at the Varsity's deani	ng staff has the knowle	dge necessary to do	their job effectively."	
		21	3	4	5
	Strongly Disagree	Somewhat Disagree	Neitheragree or . disagree	Somewhat Agree	Strongly Agree
Varsity's team pro	vides accurate and tin	nely reporting for quali	t <b>y</b>		
	1.	2	3 Neitheragiee or ∈	4	F (2.15)
TANGIBLES	Strongly Disagree	Somewhat Disagree	disagree .	Somewhat Agree	Strongly Agree
	ows and executes def	ned processes that im	proves deaning in m	y facility."	
	1 Strongly Disagree	2 Somewhat Disagree	3 Neither agree or disagree	4 Somewhat Agree	Strongly Agree
Varsity provides b	oth excellent perform	nance and meauremen	t (reporting) to justif	y renewal.*	
	1 Strongly Disagree	2 Somewhat Disagree	3 Neither agree or disagree	A Somewhat Agree	5 Strongly Agree
Varsity reduces th	e time   have to spen	d dealing with janitoria	lissues"		
	1	2.	3	4	5
	Strongly Disagree	Somewhat Disagree	Neither agree or disagree	Somewhat Agree	Strongly Agree
Varsity has explai	ned where DDWN和N	E exists in my facility a	and has proposed co.	st savings based on DDW	NTIME analysis;
	1	2,	3 Neither agree or	4.	5
	Strongly Disagree	Somewhat Disagree	disagree	Somewhat Agree	Strongly Agree

### Additional areas on the survey accommodate:

- Action plan: Bullet punch list and entered as a work order.
- Follow up dates
- Effectiveness of follow up
- # of complaints at this site
- Additional comments



### Service Delivery Plan

### Varsity's Honesty Assurance

Varsity's total value to the City is the assurance that City of Milpitas can gain a 10% savings over ISSA industry standards yet be 100% assured the competitive prices aren't being derived from the following common industry malpractices:

	Industry Malpractice		Varsity Failsafe
•	Bidding a lower rate knowing that the contractor will not honor the periodic frequencies so as to recoup the lower cost	manag	Periodic scheduling and work order e makes compliance 100% visible countable (See pages 53-63)
	Cut overhead in pricing reducing quality control and account management leading to service instability and lower quality and transferring management cost back to the City in terms of complaint resolution, increase attention and follow-up and regulatory incompliance fees.	cost ne accour analysi We pro custon the aw Varsity quarte	ovide a profit share program with ner satisfaction as primary metric for
0	1099ing employees to eliminate payroll taxes. This practice is illegal.	CONTRACTOR OF STREET	will disclose employee payroll tax nentation
9	Hide fees or bid zero profit hoping money can be made up by charging high markup ancillary work billings	metho	y prices right, fully discloses pricing od and costs, assuring no trickery in dding process

### **Cost Analysis**

Varsity seeks open, long-term partnerships. We believe that trust established early, before the contract is awarded, sets the foundation for a long-term relationship. Trust is more difficult if pricing is not transparent. This section will detail our method of pricing, the logic behind the pricing and City of Milpitas' scope of work. Our experience has shown us that when openness and transparency are present, relationships endure and last and become a partnership that contributes to each party's success.

### Varsity Price and Cost Philosophy

Varsity believes the dollars required for each line-item cost for the account belongs to the customer. That is our partnership philosophy. Varsity also has a



"Lean" philosophy. By "Lean" we don't mean cheap, we mean we seek to find waste and reduce or remove it all together. A clean (no waste) income statement or balance sheet for our customer is just as important to Varsity as a clean building. Varsity's value is not just in our cleaning competencies, it is in our ability to remove financial waste from our customer's janitorial service. With that said, here is how we look at the janitorial service income statement.

		per la visita de la companya del companya de la companya del companya de la compa	
Direct Cost	Inne-frem Benefit  Janitorial Labor  Supervision  Materials  Equipment	55-60% of your cost	Dollars belong to the customer and must be visible, & accountable. Are subject to efficiency gains, reduction and 100% return to the customer
Indirect Cost			
BAYEREAGE S	Supervisor and Manager Auditing     Quality auditing     Scope compliance and management     Performance measurerement and Reporting     HR management     Technology development and usage     Cost management and reduction     Account Problem solving     Environmental Compliance management	10-15% of your cost	Dollars belong to the customer and must be visible, accountable. Are subject to efficiency gains, reduction and 100% return to the customer
Payroll and other taxes	Federal State FICA Medicare New Healthcare Affordability Act	8-15% of your cost depending on the state	Belong to the government & are mandated
Profit		3-4% of your cost	Belongs to Varsity not subject to reduction unless a tradeoff for volume makes it worth it.

The technology we have proposed in this offer backs up and provides evidence that our philosophy is put into action for City of Milpitas.

### Pricing Methodology

Methodology is important for establishing professional, expert pricing that delivers value to the buyer. We believe it is important for you to understand our pricing so an accurate comparison of value can be made between Varsity's offer and other competing offers. There is another good reason to detail our pricing. Our experience and discussion with industry buyers has taught us that the RFQ/RFP process, however carefully prepared and organized, rarely produces the results desired by buyers and other users like facility managers.



Why? So many variables affect pricing. Many variables can and are typically understood from the RFP, but because of limited time and resources during a short RFP process, just as many can only be gained *after awarded* the contract. Consider the following variables:

εle	aning Production Rate Variables		
ΤV	deally Gamed before Ride (1997)	jiy	orcally Gained after Awarded
0	Cleaning Frequencies	. 0	Organizational Culture
	RFP Stated Expectations		Labor Market
0	Cleaning System	8	Local Customer Expectation
	Facility Type	0	Quality of Supervision
6	Building Age	6	Budget Constraints
•	Geographic Location	6	Type of Equipment Used
•	Facility Size		Labor Market Demographics
9	Architectural Design	6	Weather
	Building Surfaces	9	Occupant Density
			Quality Levels
	- W		

Understanding a RFP price rarely produces a perfect or real-life price number which underscores the importance of a long-term, open and transparent relationship if further price savings are to be obtained. The real-life price is found by working a process once the account is awarded. A guarantee to hold bid price protects City of Milpitas from inflation due to bidding mistakes, but what about savings gained from efficiencies? City of Milpitas should benefit from those too. Varsity's philosophy and approach make that possible.

# Method of Performance: The JanOPS® Green Cleaning System

Appendix A contains the following customized elements for the City of Milptas:

- Detailed Work Plan with Recommended Frequencies
- Detailed Work Plan with Recommended Hours

### Our operations plan has the following objectives:

 Maximize organization and readiness to assure our teams are available for last-minute post-set-up cleaning, post-removal cleaning, and postconstruction cleaning and the time constraints caused by the constant flow of changing events.





- 2. Maximize the productivity so that daily cleaning deadlines are met and to find operational efficiencies for the City.
- Maximize the life of carpets and upholstery using proven carpet maintenance practices deployed in the hundreds of million square feet of carpet Varsity cleans.
- 4. Ensure flexibility in our operations to handle the dynamics that come with "event-driven" facilities.
- 5. To make the City's cleaning operations visible and accountable, using our proven technology.

To achieve those objectives, Varsity has a specialized plan custom designed for City of Milpitas' event-based facilities. The plan is divided into the following schedule:

### Event Scheduling

Calendar year events will be loaded into our online scheduling system. The dedicated project manager will work with City personnel to identify a prep-list of special needs for each event. The prep-list will be submitted into Varsity's work order system.

The online schedule will help track the various events, and prep-list work order needed to meet all requirements for the event. Prep list will include items such as:

- 1. Pre-event set-up tasks
- 2. During-show tasks
- 3. Post-show tasks

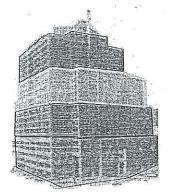
### Flexibility Plan

### **Events Flexibility**

Varsity will maximize flexibility by ensuring lead personnel each have cell phones and radios to ensure quick communication. Also back up staff support and carpet machine support will be made available for situations that exceed expectations.

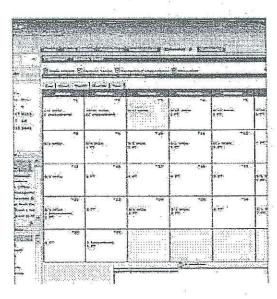
### Organized Scope Completion

Varsity will divide each of City of Milpitas' facilities into four quadrants of roughly equal square footage. Then the most efficient work flow is mapped, minimizing the cleaners' footsteps and closet returns. Routine daily cleaning,



By managing the cleaning operations In production quadrants (visual at right), the City improves scope Completion and accountability, Increasing cleaning efficiency, Improving security, and improving cleaning Staff accountability.





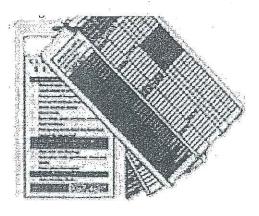
detail cleaning and periodic work is then mapped to the quadrants, along with both production rates and a time schedule, which is spread over a five-day period. So, Mon-Fri the daily routine is cleaned in each quadrant. Mon-Thurs, each quadrant is detailed, and Friday all periodic work is completed.

### City of Milpitas' results:

- Verified completion and accounting of City of Milpitas' cleaning scope (routine, detailed and periodic work).
- Efficient flow of custodial service through facility
- · Improved security and accountability of cleaning staff
- · Improved supervision of cleaning staff

To achieve the scope as outlined in the RFP, Varsity will deploy the following resources:

SHIFT 1: Team 1	Custodians	Ouadrants	et and	6:00 am - 2:30 pm
PORTOR NAME OF TAXABLE PARTY.	Charles - No. 1 - December - Dece	101 00000 201121 00000	Floors	Work Division
Vacuum specialist	2 2	1-2	B-8	Routine, detail and periodic vacuuming tasks
Light Duty specialist	1	1-2	B-8	Dusting, conference rooms, break rooms
Utility Specialists	2	1-2	.B-8	Basement, Elevators, stairwells, lobby, stainless steel, loading doc exterior patrol
Restroom Specialist	2	1-2	B-8	Routine patrol, detail and periodic restroom trasks
Team 2				(A) 2011年 - 1000年 - 1
Vacuum specialist	2	3-4	11	Routine, detail and periodic vacuuming tasks
Light Duty specialist	1 1	3-4	9-20	Dusting, conference rooms, break rooms
Utility Specialists	. 1	3-4	9-20	Elevators, stairwells, lobby, stainless steel, loading doc,
Restroom Specialist	2	3-4	.9-20	Routine patrol, detail and periodic restroom trasks
Carpet Tech:	细型 1 碳值	<b>美国福油</b>	B-20	Daily, interm and deep maintenance per job card schedule
Floor tech	1		B-20	Dust mop, moppiong and yearly strip and wax schedule per job
Shift 2:	21			2:30 am - 6:00 pm
Team 3	Custodians	Quadrants	Floors	Work Division
Utility Specialists	(a	Quardants 1-4	B-20	Trash and recycle, restroom check on floor 10, lobby, windows and exterior patrol
Total Labor Hours	152		SLIGHT AND DOUBLE OF SURE OF SURE OF SURE OF SURE	



### City of Milpitas' Cleaning Scope Effectively Communicated & Ensured

Varsity will make City of Milpitas' cleaning scope visual to the custodian using job cards. Job cards detail the tasks per quadrant for each day the custodian is cleaning. The cards provide the schedule on a timeline, telling the custodian where he or she needs to be at a given time. Varsity's job cards improve City of Milpitas' cleaning operations by:



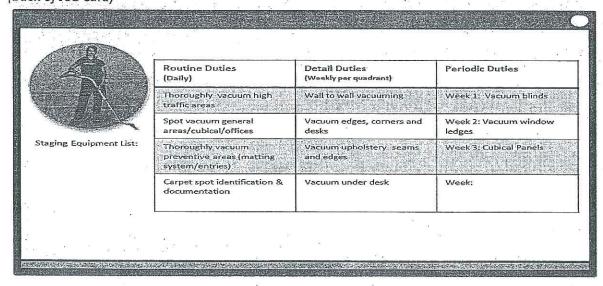
- Eliminating variation in performing to City of Milpitas' cleaning scope,
- · Making the work easily repeatable for new-hires
- Facilitating training and supervision
- Keeping cleaners on production rates, improving efficiency

City of Milpitas' cleaning scope, frequency and times each cleaner is to clean will be in the cleaner's possession at all times with Varsity's job cards. Our job cards ensure City of Milpitas' cleaning scope is completed, and it improves City of Milpitas' cleaning productivity, supervision and security.

(Front of Job Card)

Var	Eftű	10 (F	i i		*2		/4 ***	0.41	
	GROUP 1: CITY HALL F  Shift  For Vacanin Specialist  Specialist  Avg. Production Rate	Vacors							
	Routine: All quads Detail: Quad 1		Routines All Quarks Detail: Quad 2		y Scope Assignment Routine: All Quads Detail: Chad 3		Routine: All Quads		Routine: All Quads Periodic Qua /Week 1
ntre:	Monday In	A red a gift in the	Tuesday	Time	Wednesday 🕖 💮	Terriso	Thursday	Time	Friday
5:00 AM	Clock-in	6:00 AM	Clock-in	MA OCE	Clock-in	6:00 AM	Clock-in	6.00 AM	Clock-in
6:07 AM	Stage and Leave closet	6:07 AM	Stage and Leave closet	6:07 AM	Stage and Leave closet	- 6:07 AM	Stage and Leave doset	6:07 AM	Stage and Leave doset
5:10 AM	Floor 1 Detail	6:10 AM	Hobra" D∈tsil	6:10 AM	Floor S Detail	6:10 AM		6:10 AM	Floor 1 Quad 1 Perio
5:40 AM	Floor 2. 15 Detail	7:10 AM	Ficor 3 Detail	7:30-AM	Fipor 5 Detail	7:10 AM			Floor 2
7:10 AM	Floor 3	8:10 AM	Floor 2	S:10AM	Floor 4	8:10 AM	Floor6.	8:10 AM	Floor3
9:10 AM	Floor 4	9:10 AM	Floor 1	9:10 AM	Floor 3	9:10 AM	Floor 5	9:10 AM	Floor4
10:10 AM	BREAK	10:10 AM	BREAK .	10:30 AM	BREAK	10.10 AM	BREAK	10:10 AM	BREAK .
10:25 AM	Floor 5	10:25 AM	Floor 5	10:25 AM	Floor 2	10:25 AM	Floor 4	10:25 AM	FloorS
11:25 AM	Floor 6	11:25 AM	Floor 6	11:25 AM	Floor 1	11:25 AM	Floor 3	11:25 AM	Floor 6 · .
12:25 PM	Lunch	12:25 PM	Lunch	12:25 PM	Lunds	12:25 PM	Lunch	17:25 PM	tunch
12:55 PM	Floor 7	12:55 PM	Floor 7	12:55 PM	Floor 7	12:55 PM	Floor 2 .	12:55 PM	Floor 7
1-55 PM	Floor 8	1:55 PM	Floor 8	1:55 PM	Floor 8	1:55 PM	Floor 1	1:55 PM	Floor
2:20 PM	Close: Vacuum maint.	.2:20 PM	Close: Vacuum maint.	2:20 PM	Close: Vacuum maint.	2:20 PM	Close: Vacuum maint.	2:20 PM	Close: Vacuum maint,
2-30 034	Clock out Kronos	7-20 014	Clock out Kronos	7-30 PM	Clock out Kronos	7-20-06.6	Clock out Krones	3-20 PA	Clock out Kronos

### (Back of Job Card)

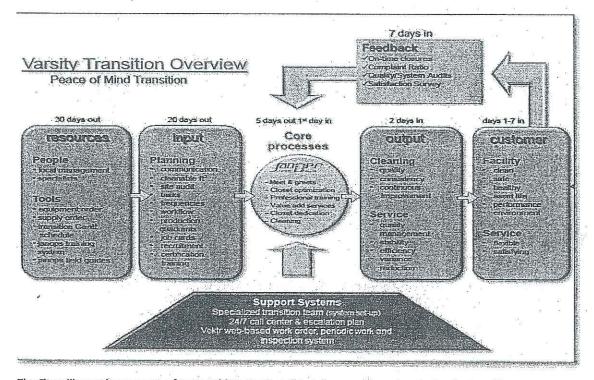




### Transition

Varsity places great emphasis on your initial account transition to create a foundation for a strong and mutually beneficial relationship.

Upon acceptance of our proposal for service, Varsity will work with you to finalize and share a *detailed account transition plan*. Most projects can accommodate a 30-day start-up, however Varsity will work with you to customize our strategy according to your specific needs.



The City will experience a worry-free transition: Varsity will install a complete system during the transition

In both conversion and post-conversion processes, Varsity is committed to and works best under partnership arrangements. Partnerships recognize the importance of continual improvement while working together to solve and minimize service deficiencies. Under a partnership arrangement, we are able to maximize performance and minimize cost for our customers.

An effective partnership requires that Varsity's management team maintains a scheduled communication plan with your project representative, in which contract performance metrics are reviewed and plans made to reconcile deficiencies. The partnership is enhanced when your representative is willing to



meet regularly as well as log complaints and requests into our work order management system (via phone, email or web entry) so that accurate performance reports can be generated and used for continuous improvement. To establish and enhance our partnerships, Varsity uses the following post conversion process.

The state of the s	Signature Commence	of the state of th	STORE OF THE PERSON OF THE PER
Phase	Frequency	Activities	Communication Focus
Transition period Week 1-2	Daily	<ul> <li>Daily follow-up by local manager to FM contacts</li> <li>Begin using WO mgmt. system</li> </ul>	<ul> <li>Customer training on Varsity's VEKTR work order, periodic &amp; inspection mgmt. system</li> </ul>
Account Optimization Weeks 3-4	Weekly	<ul> <li>Weekly follow-up by local manager to FM contacts</li> <li>Continued use of WO mgmt. system</li> </ul>	<ul> <li>Gap analysis &amp; closure between expectations</li> <li>&amp; performance</li> <li>Défine customer- preferred metrics</li> </ul>
Account Performance Month 2	Monthly	<ul> <li>Monthly follow-up by local manager with FM contacts</li> <li>On-site inspection performed at all locations</li> </ul>	First month metrics     Report validation & review
Account Reviews Month 3-4	Quarterly	Account manager & district manager meet w/ client to discuss quarter's results & continuous improvement plan	Quarterly metric review     Report validation & review

Varsity's post-transition process ensures City of Milpitas that their account will continue to run smoothly.

Utilizing the following steps, Varsity focuses on familiarization with your organization and site-specific needs:

- 1. Varsity Manager and customer manager(s) customize transition plan.
- 2. Varsity manager assembles Transition Team (TT) and makes assignments.
- 3. TT Supply Leader orders required supplies and equipment.
- 4. TT Staffing Leader recruits Area Managers as needed.
- 5. Area managers arrange to make site visits.
- 6. TT Staffing Leader begins recruiting & interviewing process, as needed.
- 7. Varsity managers hold transition meeting to coordinate rollout.
- 8. Transition team coordinates final preparations.
- 9. Active Account Transition: Hold morning follow-up with facility managers, spot check service, additional recruiting as needed.



# 24/7 Call Center

10. Follow up with facility managers, answer questions, correct any defects.

### Providing exceptional service, 24/7!

### Outstanding Service!

- · Highly professional and friendly agents
- Efficient dispatch and work order closures
- We will track your requests and work orders
- 24/7 service to address those late night emergencies
- Ability to talk to same agent for more personalized service
- Value added—this service will come at no additional charge to you!

### Multiple Communication Paths for Your Convenience!

- Telephone (toll-free): (888) 862-4089.
- Email: service@varsitycontractors.com
- Fax: (208) 234-6388



Talk to your Varsity Representative today about how Varsity's Customer Support Center can benefit you orcell us directly at (888) 862-4089.

### 24 / 7 Customer Service

Wouldn't it be nice to know you could call upon your custodial contractor for any contingency, at any hour of the day or night? With Varsity, you can!

Varsity Facility Services operates a call center for phone requests 24 hours a day, 7 days a week. Varsity's call center team receives calls, enters them into our system, generates a work order, dispatches work orders, escalate calls when front-line managers can't be reached and provides reporting on work order closure.

### Work Order Monitoring

Work orders may be received by phone, fax or electronically. Work orders are tracked through our reports group by:

- Director Area
- Type of request
- Service type
- Facility area
- Specific task

### **Emergency Response and Disaster Planning**

Varsity has a formal emergency and disaster plan in place for specific events, such as hurricanes, tornados, fire, and pandemics. Training for such events is part of the monthly safety training published in the Varsity Safety Training Bulletin. Each of these documents is available upon request.





### **Human Resources**

### General Staffing

With managers and staff already in your area, you will experience the benefit of a <u>local</u> relationship with Varsity's experienced and qualified personnel. Not only will you enjoy cost-effective, experienced and accessible local management, you will gain the benefits of regional and national corporate support, including:



Varsity ensures professional reputation. Varsity's uniforms are professional and reflect an athletic connotation for the productivity standards expected from our cleaners.

- 24/7 customer support
- all IT systems to enhance the value of your services
- custodial staff already experienced with Class A office and high-tech facility requirements
- Varsity's JanOPS® systemized approach to cleaning that helps ensure quality outcomes
- proven time and cost-management techniques to ensure costeffectiveness

Our staffing plan includes best practices for hiring, developing and motivating cleaners who can meet *JanOPS* standards and clean for SHAPE. There are five main components to our staffing plan. All five components are tightly aligned to provide superior service consistency and assurance.

Component	Description	Goal
1. Work Loading	Determines how many specialists are needed to clean the facility and how much supervision is required to ensure service level consistency.	Ratio of 90%—100% hours worked / work-loaded hours
2. Hiring	Use standardized behavioral interview techniques to ensure all new hires are a "fit" for JanOPS.	Turnover rate of no more than 70% for large buildings and 80% for small buildings (industry average in ~360%)
3. Training	Use the highest training standards in the industry. All specialists complete three levels of intense training focused on retention and transfer of new skills.	100% of New Hires certified
4. Uniforms	Uniforms are designed to differentiate specialists from traditional janitors, and to assist in the security of the building.	100% of specialists in uniform at all times
5. Team Roles	Each specialist takes on a specific role based on their skill level. Specialization provides checks and balances for quality. The JanOPS team roles are: PaceOPS, VacOPS, RestroomOPS, and SpecialOPS, with the option to add a fifth role, RecycleOPS, as needed.	JanOPS specialty roles increase the cleaning specialist's motivation and willingness to contribute to SHAPE



### Significant Human Resource Policies

### **Employee Screening and Hiring**

Varsity has a strong corporate culture and has established a standardized process for hiring (HireOPS) designed to find qualified personnel who are a strong fit. This process includes giving applicants an introduction folder containing material about the level and quality of work expected by Varsity, as well as Varsity's ethical standards, and an application which is designed to screen out applicants with criminal histories or questionable work histories.

### Employee Background Checks

Varsity Facility Services has contracted with Shadowtracker, a pre-employment background firm, for the last 10 years for all background checks. All Varsity employees are required to pass the background check before they can work. Shadowtracker is a member of the NAPBS, BBB, and BRB. Shadowtracker has done background checks for public school districts, as well as government agencies. For a full list of clients see Shadowtracker.com.

The Basic Background check is a search for criminal activity (both misdemeanor and felony charges) in the following systems:

- National Crime Database
- Department of Corrections
- National Sex Offender Registry
- Social Security Database
- OFAC—Terrorism Watch List
- Bank and Federal Databases

### Residency Verification Process

Varsity uses a Federal program called e-Verify or equivalent to ascertain whether or not an individual has the legal right to work in the United States. Varsity only hires employees with the legal right to work in the U.S.

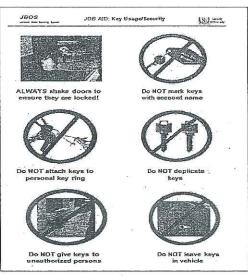
Varsity Employee Training

Specialized Key Usage and Security Training

Varsity also conducts includes Key Security training:



- o Key Usage
- o Use of Entrance Codes
- o Emergency Security Procedures
- Identification of Authorized
   Personnel
- Understanding Alarm System Protocols
- o Team Cleaning Security Protocols
- o Indoor to Outdoor Work Transitions



### New Employee Training Program

Varsity's JanOPS \* training standards are the highest in the industry. These standards reflect the value we put on the specialist's contribution to society and the notion that not everyone can clean for SHAPE without first developing the necessary skills, knowledge, and attitudes.

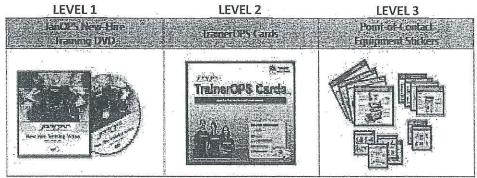
JanOPS training is divided into three levels:

- New-Hire Training (includes specialized carpet care endorsed by the Carpet and Rug Institute)
- 2. Point of Contact (POC) Training
- 3. Continuous Training (includes advanced carpet care)

Topics included in the three levels of training include:

### JanOPS® New-Hire Training

Full Certification: Varsity certifies every janitorial employee in our proprietary janitorial cleaning system, JanOPS®. JanOPS requires three levels of training and address not only cleaning procedures, but health, safety, asset preservation, productivity and the environment too.



For all Varsity Custodians (we call Cleaning Specialists)





Module	Description	Varsity Training Tool
SHAPE Cleaning	Cleaning specialists are taught how to protect health, assets	JanOPS DVD , TrainerOPS
Philosophy	and the environment by learning Varsity's SHAPE cleaning	On-the-Job Training (OJT)
	philosophy	Certification
Restroom Cleaning	Cleaning specialist are taught the JanOPS restroom cleaning	JanOPS DVD, TrainerOPS
ES .	process, cross contamination how to clean for health	OJT Certification
Vacuuming	Cleaning specialist are taught the JanOPS vacuum process,	JanOPS DVD TrainerOPS
*	and workflow in the building	OJT Certification
Dusting & Trashing	Cleaning specialist are taught the JanOPS process for dusting	JanOPS DVD TrainerOPS
	and trashing, and workflow in the building	OJT Certification
Closet Standards	Cleaning specialist are taught the JanOPS closet standards	JanOPS DVD TrainerOPS
	regarding organization, cleanliness etc	OJT Certification
General Safety	Specialists are taught Ladder safety, lifting safety, and	JanOPS SafetyOP
-	general safety principles	TrainerOPS OJT
	,	Certification
SHAPE cleaning	Specialists are taught best practices for safety, health, asset	JanOPS DVD, TrainerOPS,
processes	preservation, productivity and the environment	OJT Certification
School workflow	Specialist certifies in the workflow	TrainerOPS OJT
3		Certification
Safe Lifting	Specialist demonstrates and certifies in safe lifting	TrainerOPS OJT
Techniques	techniques	Certification
Safe Chemical	Specialist demonstrates safe dispensing and usage of	TrainerOPS OJT
Usage	chemicals	Certification
Cross	Specialist demonstrates proper cleaning of cross	TrainerOPS OJT
Contamination	contamination points	Certification
Points	**	8
Safe garbage	Specialist demonstrates safe garbage disposal techniques	TrainerOPS OJT
disposal techniques		Certification
Microfiber towel	Specialist demonstrates how to use the microfiber towel and	TrainerOPS OJT
usage	our three color coding system.	Certification

Each level is designed to increase Varsity specialists' retention of SHAPE knowledge and to instill SHAPE behaviors into their routine.

The following training policies pertain to JanOPS specialists:

- All specialists must certify in the JanOPS New-Hire DVD and in each of the six TrainerOPS standards. Certification is tracked using the JanOPS New-hire Training Check Sheet.
- Managers and supervisors responsible for training must certify in TrainerOPS by passing off each standard to a Certified District Manager.
- The POC skill check must be completed in the JanOPS Silver Level Audit.





- Specialists in large buildings shall receive continuous training in each of the five areas of SHAPE including: safety, health, asset preservation, productivity and environment.
- Training events must be recorded and measured to ensure a strong foundation for continuous improvement.
- Action must be taken to improve process based on measured results.

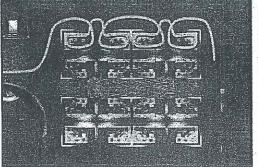
### LEVEL 1 Training Examples: Interactive DVD Screenshots

The JanOPS DVD: Our highly interactive training DVD addresses multiple styles of learning. In this learning activity, the cleaner has to put the closet back to standard by selecting the objects that are out of compliance. This is "Lean" practice that helps cleaners learn how to 5S their work space. 5S stands for Sort, Set in Order, Shine, Standardize and Sustain. One of the items is a "unlabeled" chemical bottle reinforcing the need to be in compliant with OSHA Standards. JanOPS 5S closet standard is consistent with City of Milpitas' Six Sigma practice.





Specialized Training: In the DVD, cleaners select a specialty and are then trained on the duties and techniques associated to that specialty. Included in the training is our general workflow, which is designed to maximize cleaning efficiency and reduce service variation for City of Milpitas.

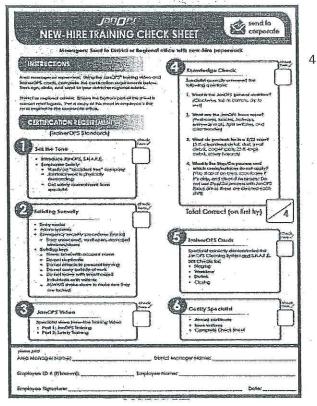




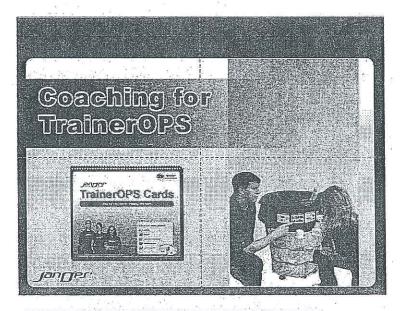


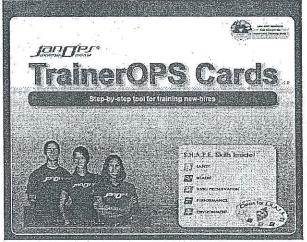
### LEVEL 2: On-the-Job Certification

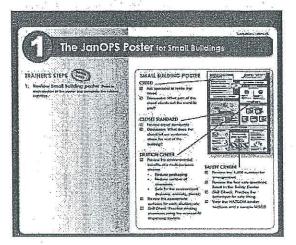
Level 2 training requires that cleaners demonstrate their comprehension of the DVD. Level 2 training incorporates TrainerOPS cards, which guide Varsity's managers through the training assuring consistency in training across City of Milpitas account is



Validated Training: Varsity validates that all its cleaning specialists are certified. Specialists must complete the level 2 certification, and managers' report back through using this form.









LEVEL 3: Point of Contact (POC) training: Varsity uses visual process management to continually reinforce the training. Stickers and posters are placed on equipment and in locations where a risk or key process occurs.



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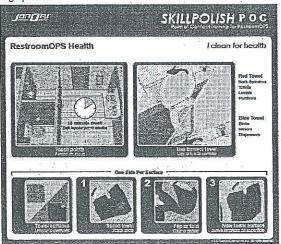
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POC stickers provide visual process management for the cleaners' standard work in facilities. Varsity's supervisors and managers incorporate OC in their training, inspection and in coaching cleaners who are not meeting standards. This particular sticker goes on a garbage brute.

This 18" x 24" poster will be mounted in the clinic's janitor closet. Varsity's Hazcom binder is posted below the "Safety Center" section on the poster. JanOPS is Varsity's standardized janitorial operating system.



This is a POC that goes on the restroom cleaning cart. It demonstrates JanOPS standards for managing cross contamination points.



### Additional Carpet Care Training

In addition to its basic training, Varsity offers advanced carpet care training for contracts that contain specific requirements, such as that for City of Milpitas. In addition, floor crew specialists, called FloorOPS Specialists, obtain certification in advanced care of carpet endorsed by the Carpet and Rug Institute (IICRI).

### Introde INVASIGED

Variety has created a simple according to help you remember the steps you should follow when cleaning carpets in upholetery. The accordings I V-SPED which stands for

I-Inspect

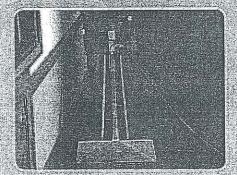
V-Vacuum

S - Spot

PaPre Spray

E-Tabet

D-Dry

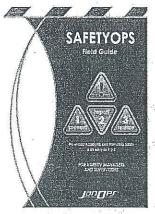


You should follow the I VSPED process (in this index) every time you clean carpet. By using the standardized process for carpet cleaning you will avoid many of the common problems and complaints that may arise. All into often, carpet technicisos quickly move to the extract step of the process, giving insufficient fine and after being to the other critical steps; such as impersion and spotting. As you can see Extracting the carpet is aching the little of the control of the process.

Although you may be beinghed to stay from the I V STID process to save time, remain disciplined and complete each step. The next several pages will explain how to perform the I-V-STID process quality and effectively, and of course, you will be given the opportunity in practice what you learn by completing the accompanying mastery theets.



### Health, Safety, and Environmental Stewardship



### **SafetyOPS**

Varsity provides a specialized safety training course for all employees, in addition to the custodial certifications discussed above.

SafetyOPS guarantees that City of Milpitas will not be faced with a safety emergency in which Varsity's janitorial staff have been trained.

SafetyOPS focuses on how employees can prevent workplace accidents from occurring—

and should an accident occur, how to manage the process effectively. Safety and Health are the "S" and the "H" of our SHAPE strategy. Here are just a few of the ways Varsity keeps employees safe and accident free.

- New-hire training DVD focuses on safe practices
- Managers perform "SHAPE skill checks" to ensure employees are following safe practices
- Safety poster mounted in custodial closet. Poster reminds employees how to:
  - o Use chemicals safely
  - o Lift safely
  - Work safely
- Safety Point-Of-Contact stickers mounted on equipment to remind employees of safe and healthy practices
- Supervisor holds monthly safety meetings
- Scientific processes designed for less bending, less lifting, and less chemical inhalation.
- Specialists stretch for one minute at the beginning of each shift. This
  helps prevent injury and creates a "safety mindset" with employees.

### **Emergency Training**

OSHA Compliance for Blood Bourne Pathogens and Disposal of Hazardous Materials

Varsity has many manufacturing and commercial contracts in which it has prepared site-specific plans for the disposal of hazardous wastes and asbestos awareness. Upon request, Varsity managers can customize a specific plan for



FDTC in concert with facility managers. In general, each safety plan includes the following:

Training in Compliance: The goal is to prevent contact with blood borne pathogens and hazardous materials. This is best facilitated by Visual Process Management in which all employees are reminded by way of posters in the janitorial closets, stickers attached to janitorial carts, and attachments to job cards of how to avoid exposure.

Control of Potentially Contaminated Areas: Cleaners must assume that all blood is potentially hazardous and all areas must be cordoned off while clean-up is taking place. Likewise any area suspected of containing a hazardous material such as asbestos must be restricted to qualified clean-up personnel only. Decontamination procedures must be posted in a visual, easy-to-read format in all janitorial closets.

Personal Protective Equipment (PPE): Each janitorial cart must be stocked with

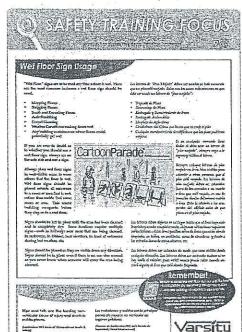
regulation disposable gloves that reach to the elbow. For contracts with specific requirements, janitorial closets must be stocked with protective suits.

Post-Exposure Evaluation and Follow-up: Vaccinations for Hepatitis B are standard for exposure to blood borne pathogens. All exposure incidents must be reported and documented, and must specify the following:

- 1. Route of exposure
- 2. Circumstances leading to exposure
- 3. Identification of source individual so that blood sample can be tested
- 4. Results of source individual's testing made available to exposed employee

Monthly Training: Varsity publishes a monthly Safety training bulletin that is used by all area managers in their regularly scheduled monthly training. City of Milpitas will have custodial employees who know how to maintain

their assets, such as specialized flooring, concrete, and equipment if the requirement exists in the safest way possible.





#### Varsity's OSHA 300A Form and EMOD Rating

Varsity won the BSCAI's Safety Award for 2012.

# OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses



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RiskSnapshot@ - Riskworkstation - National Council on Compensation Insurance, Inc.

Page I of I

#### RiskSnapshot® Report - 9/6/2012

NCCI Risk Information VARSITY CONTRACTORS, INC. Risk Name: 315 S 5TH AVE POCATELLO, ID 83201-5857 Risk Primary Address: Last Produced Comments Risk ID Number: 910490346 Effective Date | MOD | Rating Status 08/24/2012 Revised 09/01/2011 09/01/2012 1.00 Final **Current Policy** Effective Date: 08/12/2011 Revised 09/01/2011 1.14 Final 9008 : JANITORIAL Governing Class: 09/01/2010 1.32 Final 11/15/2010 Revised SERVICES BY 09/01/2009 1.45 Final 09/27/2010 Revised CONTRACTORS (CA) 03/07/2011 Revised 09/01/2008 1.36 Final Residual Market

Account:

Interstate Rated:

No

Yes

Do you have questions about the information displayed above? Please call NCCI's Customer Service Center at 1-800-NCCI-123.

09/01/2012 ARAP Factor: 1.00

#### Dun & Bradstreet Business Information

VARSITY CONTRACTORS, INC. **Business Name:** 

315 5 5TH AVE POCATELLO, ID 83201 Business Primary Address:

D-U-N-S® NUMBER: 057194896

208 232-8598 **Business Phone:** 

ARLO LUKE, CEO Management:

**BUILDING MAINTENANCE SERVICES** Line of Business:

Primary SIC Code: 7349 BUILDING MAINTENANCE

SERVICES, NEC

Secondary SIC Codes:

Total Net Worth:

\$12,957,182 Total Sales: \$89,803,725

No (s): Suit(s): Yes Judgment(s); No UCC Filing(s); Yes No Lien(s): HEADQUARTER Location Status: Year Started: 1957 Employees Total: 5,000.

4A1

4AZ

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Do you have questions about the information displayed above? Please contact the Dun & BradStreet Customer Service Center at 1-800-234-3867.

Employees Here:

D&B Rating:

DEB Previous Rating:

Bankruptcy Proceeding

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#### **Management Commitment**

This topic is covered in depth in section six below.

#### Green Buildings and Services

#### Third Party Certified Green Cleaning

Did you know that companies who promote sustainability and earth-friendly practices capture more market share than those who do not? Varsity understands how important sustainability is for fiscal as well as philosophical reasons and has become an industry leader in green cleaning.

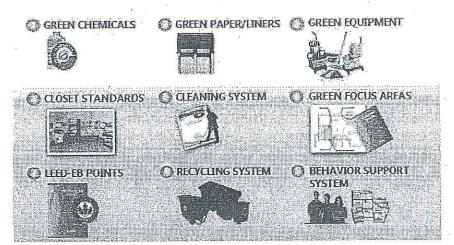
Varsity Facility Service has converted 18,000 facilities to green at NO ADDITIONAL COST to the customer. For this City of Milpitas retains the following benefits:

- Improved air quality
- Improved health and safety for building occupants through Varsity's focus on cross contamination points
- The use of EPA approved BioShield<sub>TM</sub>
- Decreased use of paper products with the use of microfiber, including improved quality of cleaning
- Six points towards LEED certification

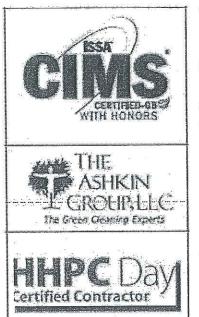
Varsity's dedication to sustainable services goes as far as its building a Museum of Clean in Pocatello, Idaho at a LEED Platinum level.

Varsity's green cleaning program won the Ashkin award. (Steve Ashkin is regarded as the "father" of Green Cleaning.) It also helped us earn an Honors designation for our CIMS ISSA-Green Building Certification.





City of Milpitas will gain a green cleaning program that has won the praise of green cleaning experts, is used in our Varsity's LEED-NB platinum corporate facility, and has been independently certified by ISSA's CIM's Green Building certification process.



cleaning certification.

#### Varsity Facility Services:

- Holds seats in multiple "green sustainability" counsels
- Obtained ISSA CIMS-Green Building certification with honors (www.issa.com/CIMS)
- Has converted over 18,000 facilities nationwide and Canada to certified green products and processes
- Owns a 70,000 ft2 LEED-NB Platinum eligible corporate facility
- Received the Ashkin Group "Green Leader" Award
  - Is a member of the USGBC
- Is a certified contractor with HHPC
   Day Cleaning, a leader in sustainable day





Having undergone a comprehensive assessment of its management structure and green cleaning operations by an independent accredited CIMS-GB assessor

## Varsity Facility Services, Inc.

is hereby CERTIFIED WITH HONORS to the ISSA Cleaning Industry Management Standard Green Building Criteria

and has successfully demonstrated a commitment to the delivery of environmentally preferable services designed to meet customer needs and expectations.

This Certification is valid August 9, 2012 through August 8, 2014.

John P. Garfinkel, Executive Director





#### Green Cleaning Policy

Varsity's green cleaning policy has won numerous industry awards; an excerpt is provided below. This is used in both training and in designing quality audits to guarantee that the work Varsity performs is consistent with ISSA CIMS GB standards:

# GREEN CLEANING POLICY

- System audits
- SHAPE reinforcement website. SHAPE reinforcement chart Management reinforcement points

The Behavior Support System is covered in detail in the Perfermance Madagement Field Guide.

#### District Certification Process

The District Certification Process is the Jan OPS way of crisuring that the operating system is properly implemented throughout the organization, it uses multilevel involvement and support of the operating sys-iem within the organization. The multi-level support includes front line area managers, district managers, regional managers and evaluation by a corporate representative. This approach provides the operating system with the necessary checks, balances, validation and support throughout the organization.

The certification process requires managers to meet key standards. These standards elevate the operation's effectiveness by driving performance and quality as managers maintain or exceed the standard. As managers strive to meet these standards, if gives them a common could need state. fliern a common goal and vision of flow their epera-tions should look and behave. This also drives qual-ity to a higher level than would be obtained through traditional industry quality control efforts. Validation of the operating system is proactive and represents a leading indicator of how the operations will perform. This pro-activity enables managers to make changes



before the failure leads to lover quality. A detailed description of the District Certification Process and its standards cent be found in the District Certification Cutde.

#### PRODUCT POLICY

JanOPS product policies perhito to the facility's junito-rial operations or those duties assigned to ponterial services on a contractual basis.

#### METRICS

Chemicalile cuclion rate	5 tedection in chamical usage due to improved process
Green Chemical Rulio	Dakar volume percentage of green- certified purchases to non-green purchases
Green Liner Railo	ligh density to low destity Ever ratio
Creat Paper Pate	Zel green certified paper to regular junificials proper

#### **OBJECTIVES**

- Show chemical reduction of at least 20% over
- Show German. Fraditional methods. Maximize green products used within facility to
- Reduce cleaning process offects on vulnerable
- Regulation.
  Increase green liner ratio to 80.
  Achieve tto% pass on right size liner task on silver audit.
- Increase green paper usage ratio to 1.

#### OVERVIEW.

JenOPS products include the JanSan materials— thermosts, paper, liners, and sundry items—necessary to complete faniforial services. JenOPS products are selected based on their ability to contribute to SHAPE, and their consistency with the following third party organizations: LEED-EB, EPA Comprehensive Pro-curentient Cadelines, GREENGUARD, Environment talChoice, and/or Creen Seal standards. This section will describe policies for purchasing, handling, and storing landPS products.



#### Recycling Programs

Varsity has developed customized recycling programs for numerous customers. Varsity has also adopted recycling programs already in existence with some of its customers. As the case study below indicates, Varsity realizes that recycling problems require ongoing assessment and problem-solving.

CASE STUDY: Varsity Adapts its Recycling Program to Fit Customer Needs.

The Customer: A multi-national car manufacturer

The Challenge: The initial recycling program proved inadequate as it did not take into account changes in the assembly line work flow throughout the day, and changes from day-to-day.

Solution: Varsity cleaners began to keep a diary of the recycling needs and how they varied from day to day. Varsity discovered that several adjustments had to be made to adequately address the amount of cardboard that was being discarded at specific points in the assembly line. Varsity customized a cardboard collection program that kept these areas clear and safe for production line workers and met the company's cardboard recycling goals.

#### Varsity's Assistance in Obtaining and Maintaining LEED Certifications

Varsity knows that business models that support the use of sustainable products and processes are more likely to succeed in today's economy despite the fact that some of these products and processes require a financial investment. Whereas, many janitorial companies offer green services at an additional cost to their customers, Varsity absorbs the cost of using certified green cleaning products, equipment and processes. In addition, Varsity understands the LEED certification process and has invested heavily in becoming a preferred green provider, certified to provide six points toward LEED certification.

Gracities - E	dari@PS Solution	Points	The second
IEQ Pre	Your JanOPS installation comes with a Green Cleaning Policy Field Guide that		l
requisite 3:	follows the LEED-EB policy model. Our Green Cleaning Policy has been validated	1	
Green Cleaning Policy	independently by the Ashkin Group for compliance to LEED-EB IEQ prerequisite		
FUILY	requirements.		
IEQ Credit 3.1	JanOPS is an award winning, high performance operating system that integrates		1
Green Cleaning.	people, process, equipment and products into a sustainable solution. JanOPS	1	İ
High. Pérformance	specialists are required to certify in three levels of training in which hazardous		
Program   Progra	materials are covered.		





IEQ Credit-3:2 Green Cleaning Gustodial Effectiveness Assessment	JanOPS handheld auditing technology enables our customers to conduct audits electronically allowing for complete scoring, tracking and documentation of audit history. In the absence of a third-party auditor, we can perform the second audit for compliance with the LEED-EB Custodial Effectiveness Assessment.	1
IEQ Credit 3:3 Green Cleaning Purchase of Sustainable Cleaning Products and Materials	JanOPS standardized cleaners and floor care products are Green Seal and Ecological certified. All standard products meet California Code of regulations for maximum allowable VOC levels.	1
IEQ Credit 3.4 Green Cleaning Sustainable Cleaning Equipment	JanOPS standards guarantee your facility benefits from the industry's best equipment. All JanOPS equipment has been carefully selected and opti-mized to remove unwanted matter from your facility by meeting our strict SHAPE™ (Safety, Health. Asset Preservation, Productivity, Environment) standards.	1
IEQ Credit 3.5 Green Cleaning Indoor Chemical and Pollutant Source Control	The JanOPS cleaning system is based on a "focus area strategy" by concentrating daily resources on areas in the building like entranceways, touch points and high-traffic hallways that transfer the greatest amount of unwanted matter. All equipment (vacuums, dusting tools and microfiber) is designed to complement this strategy through their unique particle-capturing properties.	1
IEQ Credit 3:6 Green Cleaning Indoor Integrated Pest Mngmt	For customers seeking this credit, specialized IPM training is offered to the <i>JanOPS</i> specialist, engaging him or her in the monitoring, prevention and control processes of IPM. Monitoring and control routes are built into the specialist's routine. Our handheld technology is then used for identification and monitoring.	1

#### CASE STUDY: From LEED Silver Aspirations to Earning LEED Gold with Varsity

The Customer: The customer is a small utility cooperative that wanted to obtain LEED certification at the Silver level.

The Challenge: The customer operates in an area where the use of environmentally sound practices is a matter of staying in or going out of business. The customer aspired to obtain a LEED silver rating and required a janitorial service provider who understood the LEED process and had a third-party certified green cleaning program.

The Solution: Varsity Facility Services has converted over 18,000 facilities across the nation to green cleaning. In addition, Varsity leadership has actively participated with Varsity customers in applying for and obtaining their LEED



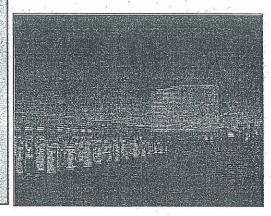
certifications. Varsity's certified green cleaning system, JanOPS, uses only green certified equipment and products in addition to using all green processes, such as the use of microfiber over paper products for cleaning. An invested Varsity manager sat down with the leadership of this utility cooperative to strategize on how it could obtain its LEED certification and assisted with the application process. With the use of the six points it got from utilizing the Varsity JanOPS green cleaning system, Varsity was able to assist this customer in obtaining a *LEED gold* certification.

Excepts from a letter written by Teresa Lackey of <u>Midstate</u> Electric of <u>LaPine</u>, OR

When Varsity Contractor's bid proposal came back for green cleaning and maintenance practices, we learned there were credits (6) that could be obtained to assist us in our LEED certification process. By submitting a narrative with the statement of purpose, Varsity Contractor's cleaning company's guidebook, cottining their procedures and training, a copy of Varsity Contractor's contract and a list of products and performance level standards, together with MSDS sheets for each product, the credit was awarded for "Environmentally."

Preferable Cleaning Products and Practices.

"With the extra credit achieved, our Administration Building attained LEED Gold certification to become the first building in Central Oregon and the first electric cooperative in the nation to achieve LEED certification."



Midstate Electric Cooperative, LaPine, OR



#### 1957: Varsity founded

1968 First comprehensive facility contract: Sun Valley Sla Resort, including cleaning, construction, and landscaping

1973 First one-million square joot building: Mountain Bell/ Owest/ Century Link, still serviced today!

1982 First high-tech contract Hewlett Packard (five HP sites)

1992 Formed minority owned janitorial company System 1, Inc.

1999 First contract in Canada

2001 Developed handheld audit system (VEKTR) for quality control and work order management.

2004 Established 24x7 call contents increase customer service

2007 Partnered with:
Washington Mutual Bank to
contribute to green certification

2008 Launched JanOPS®, our proprietary janitorial system designed to clear for SHAPE [Safety, Health, Asset Preservation, Productivity, and Environment]

2011 Varsity Contractors rebrands as Varsity Facility Services (Varsity FS) to reflect the spectrum of services we offer

2011 Varsity certifies as an HHPC Daytime Cleaning Contractor

## 5. Qualifications and Experience

#### Company History



Established in 1957, Varsity Facility Services was founded on integrity, excellence and innovation. With more than 50 years of applying these ideals to our business, we have built a sound foundation.

of service for our customers.

Many of Varsity's innovations have come from creating solutions for our customers' needs. In the 1960's Varsity pioneered a cable-coating process for Mountain Bell Telephone. Varsity's founders coated miles of telephone wire as an extension of our janitorial contract.

In 1997, we were the first to build a corporate university offering on-line training to all employees. Today, Varsity University offers over 300 courses to keep employees up to date on developments in our service industries.

In 2001, we developed new handheld and web-based technologies to facilitate our QA programs, and to help us drive continuous improvement in our company. Over the past 10 years we've demonstrated our commitment to the environment not only through our green cleaning programs, but also by building our own LEED Platinum facility. In 2006, we adopted a Lean Sigma philosophy and standardized Lean practices in our janitorial operations through <code>JanOPS®</code>. In 2007, Varsity was proud to be chosen as the first building service contractor to be certified by the ISSA CIMS certification—and we did so with honors.

In 2011, we rebranded our company as Varsity Facility Services, exemplifying the diversity of services we offer. We also achieved HHPC (Healthy High Performance Certification) designation in the growing demand for Day Cleaning services, providing another cost- and energy-savings alternative to our customers. Today we are an international service provider spanning the United States and Canada. Our commitment to integrity, innovation, and the environment has never been stronger.





#### Janitorial Services Proposal



- 1st building service contractor to achieve CIMS Certification
- 1st to receive CIMS honors designation (Exceeded CIMS standards)
- Verification: -- http://issa.com/?id=certified\_organizations&lg
- · CIMS Auditor: Collin Butterfield
- · Plans for re-certification: ISSA when due (April 2012)



Varsity is one of only 12 organizations in the industry to certify as a green-building company. Through a third-party auditor, Varsity was audited for its:

- Green building policy
- · High-performance cleaning program
- · Custodial effectiveness
- Sustainable cleaning products, materials and equipment
- Indoor chemical-and pollutant-source control



Varsity is a proud recipient of the Ashkin Group Green Cleaning Champion Award. The award is given to companies that support the Ashkin Group's mission of creating healthier, more productive indoor environments with lower burdens on natural systems, while creating sustainable value.



Varsity received the BSCAI Image Award for Best Company Uniform. This award recognizes Varsity's leadership in enhancing the image of the industry. Varsity high-performance uniforms are worn by its JanOPS cleaning specialists. Awarded BSCAI's award for SAFETY in 2012



Varsity is HHPC Certified in Daytime Cleaning. This designation means that Varsity management has been through a comprehensive training process for full implementation of day cleaning services for customers who wish to make this change. Day cleaning has been proven to lower energy and staffing costs, as well as provide other significant benefits to organizations making the switch.



Varsity is a CRI Approved Vendor. The Carpet and Rug Institute is a nonprofit trade association representing the manufacturers of more than 95% of all carpets and rugs made in the United States. Varsity cleans over 120 million square feet of carpet a year throughout the United States and Canada.



#### Statement of Interest

Varsity has been cleaning entire municipalities for over 50 years. We understand a scope that includes multiple public-use and mixed-use facilities. We have included the letter of recommendation below as it discusses the specific tasks that Varsity has done well for the City of Fort Collins with its 20+ different public and mixed-use buildings. Varsity has been with the City of Fort Collins for almost 15 years.



Operation Services 300 LaPorts Ave. PO Box 580 Fort Collins, CO 80522 978.221.6610 970.221.6534 - lax

October 31, 2012

To whom it may concern;

My name is Jim Pierce and I am the "Custodial Contract Administrator" for the City of Fort Collins, Colorado government. I am a key figure in the selection of the custodial companies that do the cleaning of the 50+ city government buildings (i.e.; city hall, office buildings, and recreation buildings) and am the main liaison between the city and the custodial company once the contract begins. Customer complaints, changes in building requirements, etc., all flow through me. As such, I am VERY aware of the performance of the custodial contractors hired.

Varsity Contractors is one of the contractors we currently have doing our custodial work. I am VERY pleased with their performance. In fact, the City of Fort Collins recently started its 4<sup>th</sup> – five year contract with Varsity Contractors.

Varsity has consistently been a superior cleaning company for us, responding quickly to our needs from construction remodel cleanup to cleaning buildings in remote locations in our Natural Areas.

Varsity has the expertise and well trained employees needed to fill our needs. I attribute much of this to their training programs. They have a formalized training program, "Ian OPS", which starts at the top by training supervisors who in turn train their employees. There are regular refresher courses as well. I appreciate the fact that their area manager attends weekly management training sessions at their Denver office. This formalized training program is far superior to other contractor's training processes.

Varsity's approach to cleaning is proactive; I especially appreciate that. As an example, they set up a regular schedule for power scrubbing and refinishing of floor surfaces. As a result, I don't get customer complaints about the floor appearance then have to reactively request floor surface work.

Below are some bullet thoughts I have about Varsity:

- They fill in for absences without a change in service to us.
- They are responsive to our needs.
- They report maintenance or security problems to us.
- Varsity employee turnover at the City of Fort Collins has been very low.





- In an effort to reduce energy costs, the City has switched to daytime cleaning. The employees work early morning to noon shift. Varsity helped us make this conversion
- successful.

   When I give our Varsity Area Manager an extra work request I know she will make sure
- t is done right the first time.

  Our Project Managers like Varsity's prices and quality of work.

  They use the best environmentally friendly chemicals with the latest equipment and

Sincerely,

Jim Pierce Custodial Contract Administrator City of Fort Collins (970) 221-6592



# Summary of Previous/Current Experience with Multiple Public Mixed-use Facilities

Municipality	Similar Requirement	Varsity's Expertise/Experience
Salt Lake City	Restoration/Preservation of	Varsity has extensive experience in
Corporation	Historic City Hall is similar to the	both restoration and preservation of
	historic preservation	historic sites, especially in the Midwest
	requirements for the Milpitas	and Eastern states (specifically,
	City Hall	Missouri, Illinois, New York, and
	· ·	Vermont).
		a).
		Varsity's work with Salt Lake City
	£	Corporation includes preservation and
	(4) E	maintenance of extensive stone
9.		flooring, and wood paneling.
Salt Lake City	Both Salt Lake City Corporation	Varsity has contracted with the Seattle
Corporation and City of	and the City of Fort Collins have	Art Museum, the Children's Museum of
Fort Collins	venues or museums which	Fort Collins, and other facilities to both
(96)	contain exhibits similar to those	clean and maintain permanent exhibits
888	for Milpitas facilities that have	and also temporary exhibits, including
	both permanent displays or	"objets d' art."
V <sub>el</sub>	temporary exhibits	э.
City of Fort Collins,	Each of these contracts contain	Varsity has millions of square feet of
Bexar County,	requirements for multiple types	carpeted flooring under contract and is
Maricopa County,	of flooring, including cement,	one of the few janitorial services to be
University of Texas	hard-wood, VCT, stone, and	certified by the Carpet and Rug
	carpet similar to RFP 123-0084-P	Institute for its cleaning and extraction
1	(SS)	processes. Varsity also maintains the
	ll ll	hard-wood flooring for several NCAA
# X		basketball courts and school
		gymnasium facilities. Because Varsity
	·	has extensive contracts with industrial
		customers, Varsity has become
W		proficient at care of cement and VCT
		flooring as well.
City of Fort Collins,	RFP 123-0084-P (SS), like many	Hallways and mezzanines require quick
Bexar County,	municipal customers requires	turn-around and day-long maintenance
Maricopa County,	quick turn-around and spot-	on bad-weather days for the safety of
University of Texas	maintenance of hallways and	the public. Varsity's 20+ year
	mezzanines that must be kept	partnership with University of Texas, as
	dry and clean for safe public	well as its 30+ year partnership with
	use.	Century Link has prompted Varsity
e e		managers to create specialized training
8		for the cleaning specialists who care for
6		these public-use areas.
University of Texas,	Both U o T and the City of Fort	Event-driven venues will always require





City of Fort Collins	Collins requires that custodial	an efficient system for scheduling and
	staff be prepared and available	coordinating cleaning tasks, organizing
	for last-minute post-set-up	workflows and opening and managing
ē.	cleaning, post-removal	work orders, such as Varsity's
	cleaning, and post-construction	proprietary Vektr electronic reporting
2	cleaning	technology.
Hedgewald Center in	RFP 123-0084-P (SS) contains a	Varsity's Third-Party Certified Green
OR	total of 5,124 theatrical seats,	Cleaning system ensures that no harsh
	which require not only spot	chemicals or improper equipment is
	cleaning on a regular basis, but	used to maintain upholstery.
	periodic cleaning with an	
	orientation toward asset	*
14	preservation.	

#### **Experience with Event-Driven Facilities**

Utilizing the customized audit template Varsity created specifically for UT-Austin, Varsity managers have been able to fine-tune the work being done. This same process will benefit The City of Milpitas. For example, over the 22+ years that Varsity has cleaned the student union, we have become increasingly aware of how to manage entryways and public corridors on rainy days, taking special precautions that go beyond the scope of work required.

According to Travelers' Insurance Company, a single slip and fall accident can cost an average of \$40,000 dollars. Varsity's safety efforts have saved its customers money.

Varsity understands event-driven facilities. We understand that specialized needs arise with a graduation service, special event, or on game day. Our university employees are trained to adapt to these needs. Varsity leadership keep the lines of communication open, so that Milpitas facility managers can open and track work orders related to events, using technology customized to specific The City of Milpitas facilities with Vektr electronic reporting.

Varsity has worked with municipalities and universities with event-driven facilities similar to those in RFP 14-01.



Convention Facility	Varsity Years of Service	Specific Experience
City of Fort Collins (CO)	15	All flooring types, multiple mixed-use public buildings, museums and exhibit halls, auditoriums, and conference rooms
Salt Lake Corporation (UT)	1	All flooring types, multiple mixed-use public buildings, including Historic City Hall
Bexar County (TX)	2	All flooring types, multiple mixed-use public buildings
Maricopa County (AZ)	12	All flooring types, multiple mixed-use public buildings, including libraries
Town of Buckeye (AZ)	4	All flooring types, multiple mixed-use public buildings, including libraries
Hedgewald Center (OR)	5	Auditorium facility with theater seats
Glendale City Libraries (AZ)	5	Libraries, exhibits and special collections
University of Texas at Austin	20	All flooring types, multiple mixed-use public buildings, auditoriums, conference rooms, etc.
University of Missouri	7	Unique flooring types, including rubber, specialized training for unique assets

#### **Experience with Time-sensitive Cleaning Tasks**

Varsity uses its Vektr electronic reporting system to schedule seasonal, periodic, and transitional work, including that which is required for several of the facilities at Milpitas.

Varsity has effectively completed summer and transitional cleaning requirements for MizzouRec, Cave Creek Unified School District, Gateway Community College, University of Texas at Austin, and Life University, among others.

### Additional Square Footage Adjustments

Square footage variations are easily handled and calculated based on square foot rate as provided on the pricing pages. We would calculate the addition/subtraction manually to ensure the new calculations are correct and reflect the adjusted labor required.



# 6. Key Personnel – Qualifications and Experience

Organizational Chart for City of Milpitas

Rob Ridge Regional Vice President Western Region Casey Killian Regional Manager Western Region

Luis Segura
District Manger
21 years
Manager

ocal Management

Cordova, CA

City of Milpitas Dedicated Operations Manager

Supervisor Supervisor Supervisor Supervisor

JanOPS Day Crew JanOPS Day Crew JanOPS Cleaning Specialists

JanOPS Cleaning Specialists JanOPS Floor Crew JanOPS Floor Crew



#### City of Milpitas Dedicated Management

Name	Title	Location	Cell-Phone/Fax	% Dedication to City of Milpitas
Rob Ridge rridge@varsityfs.com	Regional Vice President	Cordova Office	(541) 852-2727 (541) 747-2278	5%
Casey Killian ckillian@varsityfs.com	Regional Manager	Salt Lake Office	(801) 641-4225 (801) 335-0249	10%
Luis Segura Lsegura@varsityfs.com	District Manager	Cordova Office	(916) 869-7409 (916) 638-8258	20%
City of Milpitas Dedicated Operations Manager	Area Manager	City of Milpitas Hub	TBD	50-100%
Site Supervisor	Site Supervisor	City of Milpitas Hub	TBD	100%
JanOPS Team Leads	JanOPS Team Leads	City of Milpitas Hub	TBD	100%

#### **Contract Management**

In this section, we have included the resume of Luis Segura, who would be managing the HCC account. Luis has over 20 years of experience managing contracts over \$12,000,000.

Along with Luis, the Milpitas account would have an operations manager responsible only for the City, who would work directly with Luis to measure and take accounting of contract compliance using the Vektr reporting system.

We certify that if any changes in management personnel should occur, we would contact City Managers.

#### **Onsite Supervisors**

Varsity cleaners work in teams. Each cleaner is specifically trained in a specialty area, such as bathrooms or flooring, etc. They are then cross-trained for purposes of filling in for missing personnel. The supervisor over each team, or "team lead" is the most experienced who has been cross-trained in each specialty area and has the best attendance record. This person has undergone a special management course that includes certified courses in how to train cleaners. The team lead is responsible for checking the work of all of the specialists on his/her team every day.

The Team Lead is then supervised by a Day Porter or Site Supervisor in some contracts. These individuals have had additional management courses and



conduct monthly safety training, as well as customized training that evolves out of the quality audits for facilities under his/her supervision. He/she is directly accountable to the HCC dedicated operations manager.

New managers, supervisors and administrative staff complete an on-boarding program in their first month known as the Varsity Orientation. The Orientation consists of:

- a. One-on-one training session via web conferencing which focuses on the basics of working at Varsity conducted by training manager
- Varsity Essentials training path which includes over 30 self-paced activities/videos to introduce new managers to topics such as employee relations, hiring/terminating, payroll, accounting including managing budgets, safety program
- c. One-on-one capstone session via web conference which aims to ensure knowledge transfer conducted by training manager

Go to <a href="http://trainvarsity.com/orientation\_mgr1.shtml">http://trainvarsity.com/orientation\_mgr1.shtml</a> All new managers, supervisors and administrative staff are expected to complete this on-boarding program within their first month of employment.

Varsity's management teams are required to complete 80-100 hours of management and leadership training. For more information, go to <a href="http://www.varsityuniversity.com/cvm.cfm">http://www.varsityuniversity.com/cvm.cfm</a>

The training includes modules for:

- 1. Effective Management
- 2. Customer Service
- 3. Quality Management
- 4. Human Resource Management
- 5. Financial Management
- 6. Leadership
- 7. Strategy
- 8. Total Facility Services
- 9. Spanish 101 (For non-Spanish speaking managers)

Varsity managers are also required to complete a minimum of Yellow Belt training for Lean Sigma. Many managers go on to complete the Green belt training. See <a href="http://www.varsityfs.com/approach">http://www.varsityfs.com/approach</a>





#### Custodians (or Specialists, as Varsity calls them)

Specialists are required to certify in a three-level new hire training program (described in the response to question C-7). Certification requires hand-on demonstration of mastery over the specific cleaning tasks for an individual's specialty area.

Varsity cleaners are trained as specialists and then cross-trained to substitute for each other in times of need. What does this mean for HCC? It means that each cleaner is responsible and held accountable for a specific area of duties within their team. It means each cleaner knows his/her job very well which increases production, and has a specialty area of expertise which increases the quality of work.

#### **Team Cleaning**

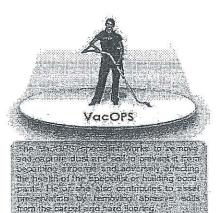
JanOPS takes full advantage of the efficiencies gained through team cleaning. The JanOPS team consists of specialty roles, in which each employee becomes expert in performing the related duties of one or more specialties. By following the JanOPS workflow, specialists work together to get each building in SHAPE. The JanOPS Specialties include:



The ResponderSeparation and the storms using SHAPE and spouds and mouse all of whither edesigned to maintain the transfer segmentary to remove of unwanted mater. Responders specialists are also esponsible to marticular and and coset standards.



the SpicialOPS specialist preserves the customer's assets the preserves specializes in carge, care had floor analyteterice, and other specialized tasks. SpecialOPS is also responsible for semilorome and assuming the entire part of the control of





The PeccOFF speciality sets me pace for the earn and paper in the area for the VacOFS specialist Paper OFS captures and removes dust type a lemaying trush. Paper INS also captures for the points such as phononic captures and over handles in office greats.



#### **Key Management Resumes**

#### Rob Ridge

#### Related Experience

Regional Vice President, Varsity Facility Services	2013 to Present
Regional Manager, Varsity Facility Services	2007 to 2013
Regional Operations Manager, Varsity Facility Services	2006 to 2007
Director of Operations, Net-Work Services Company	2004 to 2006
Regional Manager, Net-Work Services Company	2003 to 2004
Owner/General Contractor, Four Seasons General Contracting	1996-2011

- Responsible for overseeing operations throughout California and the Pacific Northwest, including the Chase Bank Portfolio with hundreds of separate branches and three Class A high rises
- Oversaw 25+ accounts in the California Area, conducting quality audits and providing subsequent training and oversight
- Have managed multi-million dollar budgets, equipment and supply ordering and evaluation, and fleet maintenance
- Oversaw the CenturyLink account with over 3,800 facilities scattered across the U.S.
- Hired and managed subcontractor/vendor services for multiple accounts
- Provided account management for the Amazon full facility services, including HVAC, Electrical, Plumbing, Handyman, General Contractor services
- Provided systematic reporting to upper level management, including operations budgets, capital budgets, profit and loss, security and warehouse/records management
- Ensured competency based training in areas of OSHA, ADA, EEOC, etc.
- Regulated account operations and activities to comply with all state and federal laws, policies, rules, and regulations
- Supervised in the execution of contracts, contract amendments, price change orders, and coordination of purchase orders
- Assisted in selecting, training, and evaluating regional and district managers

#### Industry Involvement

Certifications: JanOPS Trainer Certified, Maintenance of general contractor licensing for over 20 years, Lean Sigma Green Belt



#### Casey Killian

Related Experience

Regional Manager, Varsity Facility Services

June 2012 to Present

District Manager, Varsity Facility Services

July 2005 to June 2012

Regional Manager, Net-Work Services Company

2000 to 2005

- Responsible for overseeing operations throughout the Northwest
- Service the needs of customers throughout the Northwest
- Responsible for the growth, profitability and leadership of a region with revenues in excess of 19.2 million dollars
- Responsible for teaching, training, accountability and leadership of all management
- Oversees 1,500 employees and multiple subcontractors
- Managed over 400 Qwest facilities and a budget in excess of \$4,000,000.00
- Managed over 30 vendors and subcontractors

#### Industry Involvement

Associations: Current Secretary Treasurer of BOMA Utah, Vice President World Toilet Association, Global association of 60 countries Education: B.A. Business Administration, Weber State University Industry Related Awards: Named manager of the year in 2003.

#### Luis Segura

Related Experience

District Manager, Varsity Facility Services

May 1990 to Present

- Manage janitorial services throughout 2 million square feet
- Managed janitorial services throughout 300 buildings
- Supervised 100 employees/cleaning crews and 10 Subcontractors
   Industry Involvement

**Certifications:** Certified Carpet cleaning technician- OSHA General Industry Course

Industry Related Awards: Received Area manager of the year 1992 and 1996. Received the Top Region performer award in 2005, 2006 and 2007. Company Aztec Gold award for 2005



#### 7: References

City of Fort Collins

Address: 117 North Mason Fort Collins, CO 80522

Contact: Jim Pierce, Operations / Facility Services Director Phone: 970.221.6592 (email: jipierce@fcgov.com)
Account Length: 2000 – Present, some faciliities longer

Service Description: Janitorial Services

Square Footage: 23 Municipal buildings (1,000,000 square feet) Similarities: Various high traffic public buildings of varying ages, library

facilities, municipality, similar square footage requirements

Maricopa County

Address: 2901 W Durango Street

Provo, AZ 85009

Contact: Cynthia Robinson (or Benny Estrada at 602.506.7713)

Phone: 602.506.8796 (email: cynthiarobinson@mail.maricopa.gov)

Account Length: 2008 - Present, some facilities longer

Service Description: Janitorial Services
Square Footage: 30+ County Buildings

Similarities: Various high traffic public buildings of varying ages, library

facilities, similar municipality facilities, similar square footage

requirements, also service the courthouse with high security and historic

preservation requirements

Salt Lake City Corporation

Address: 451 South State Street, Room 238

Salt Lake City, Utah 84111

Contact: Carole Quilter, Facility Maintenance Service Coordinator

Phone: 801-535-6651

Account Length: August 2012

Service Description: Janitorial Services

Square Footage: Municipal buildings (286,000 square feet) Similarities: Various high traffic public buildings of varying ages, including the Historic City Hall with specialized restoration and

preservation needs, event driven facilities and exhibits



# Appendix A: Detailed Work Plans for City of Milpitas

### Detailed Work Plan for Milpitas - Frequencies

General Guidelines					
Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Check entire facility on arrival and correct any deficiencies	Х				
Report any occurrence that may be out of the ordinary	X				
Keep all access doors locked while cleaning	X				
Lock all doors and leave only designated lights on	X	74			
Keep custodial closets neat and orderly	X	P 1/2			
Gather waste from trash cans, place in specific dumpster	X				
Clean trash receptacles, replace soiled liners in trash cans	X				
Clean lobby door glass inside and out	X				
Clean all lobby entry way and exterior mats	X				
Clean receptionist counter tops and work area	X				
Wipe down drinking fountains	X				
Clean stairwells	X				
Spot clean all glass	X				
Clean door hardware and frames inside and out	X				
Spot clean fingerprints on light switches and doors	X				
Dust handrails	X			8	
Clean and polish doorkick plates and thresholds.		X			
Dust all cleared work surfaces and low partition walls		X			
High dust all cleared horizontal surfaces		X			
Clean baseboards.			X		
Clean and dust all overhead light fixtures			Х		
Detail dust window ledges, blinds, picture frames and			X		
moldings.			577.70		
Clean lobby windows interior and exterior		2.22	X.		
Vacuum upholstered furniture			X		
Floor services for each area are in Floor sections on Page 2					

Service Description	Dly	Wkly	Mithly	Ortly	Yrly
Wipe handrails	X				
Clean elevator cabs and doors	Х	31-1-1			
Clean, dust and polish furniture	X.				
Align furniture	X				
Clean all stairwell glass.		X			
Conference Rooms	/City Council Ch	ambers   Wklv	Mthly	Qrtly	Yrly
Service Description					
Service Description Clean and dust A/V equipment	X				illy
Service Description Clean and dust A/V equipment Align furniture					illy





Office Areas					
Service Description	Dly	Wkly	Mthly	Qrtfy	Yrly
Align furniture	X				
Clean window ledges and partitions		X			
Clean, dust and polish furniture		X			

#### Fitness Areas

Service Description	Dly	₩kly	Mthly	Qrtfy	Yrly
Clean and sanitize all exercise equipment	X				
Sweep, dust mop and/or damp mop all hard floor surfaces	X				
Spot clean window and mirror glass (prints & smudges)	X				
Fill all dispensers	X				
Fully clean all windows and mirrors.		· X			

Service Description	Dly	Wkly	Mthly	Qrtfy	Yrly
Clean and polish all stainless steel dispensers					
Empty, clean, polish & disinfect sanitary napkin receptacles	X				
Fill all dispensers	X				
Clean and sanitize all fixtures, fittings, toilets and urinals	X				
Clean and polish mirrors	X				
Clean out lockers	X				
Clean and sanitize all doors, partitions and vanity surfaces	X				
Clean and sanifize all floormats	X				
Wipe down shower walls	X				
Clean and disinfect walls		X			
Clean and flush floorand shower drains with drain cleaner		X			
Clean lockers and walls		X			
Clean and polish all doors and hardware.			X		
Machine scrub all shower and restroom floors.			X		
Detail clean grout lines in shower walls.				X	1

Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Wipe down dining area and patio tables and chairs	X				
Wipe clean counter tops, sinks and cabinets	X				
Replenish paper towels	· X				
Clean all patios and balconies	X				
Wipe down interior and exterior of microwave	X				
Clean and dust balcony walls		X		ii.	
Wipe down interior and exterior of refrigerator		X			



Strip and seal all stone, concrete and ceramic floors

Parking Ga	rage	8			
Service Description	Díy	Wkly	Mthl	y Qrtly	Yrly
				10	
Gather waste from all trash cans, place in specific dumpster	X		35		
Clean and dust stairwell ledges, rails and landings	X				89
Police parking lot structure and stairwells for debris	X				
Police Library entryways	X				
High dust remove cobwebs	X				
Clean elevator cabs and doors, Polish inside and out	X				
Clean Book Return counter and surrounding area	X				
Check and replace all burnt out light bulbs	X				
Sweep all parking lot			2X		
Hard Floor C	are Dly	Wkly	Mthly	Qrtly	Yrly
Sweep, dust mop and/or damp mop all hard floor surfaces	X				
Sweep, damp mop and disinfect all restroom and shower floors.	х				
Harwood floors - Daily sweeping with a treated dust mop	X				
Machine scrub all stone, concrete and tile floors.			X		
Spray buffhigh traffic VCT areas.			X		
Strip & wax VCT areas				Х	

Carpet Floor Care								
Service Description	Dly	Wkly	Mithly	Qržly	Yrly			
Vacuum all carpet.	X							
Spot clean high traffic area carpets.	X							
Spot clean all other carpet.		X						
Detail vacuum edges, under desks & around furniture			Х					
Bonnett buff high traffic carpets				X				
Shampoo & extract carpets					2X			
<b>Utility Se</b>	rvices				21			
Utility Se (These services billed with monthly cost)	rvices				21			
	rvices	Wkly	Mithly	Qrtly	Yrly			
(These services billed with monthly cost)	· · · · · · · · · · · · · · · · · · ·	Wkly	Mithly	Qrtly	Yrly 2X			
(These services billed with monthly cost)  Service Description  Wash all interior perimeter glass  Wash all exterior perimeter glass	· · · · · · · · · · · · · · · · · · ·	Wkly	Mthly	Qrtly	-			
(These services billed with monthly cost)  Service Description  Wash all interior perimeter glass	· · · · · · · · · · · · · · · · · · ·	Wkly	Mithly	Qrtly	2X			
(These services billed with monthly cost)  Service Description  Wash all interior perimeter glass  Wash all exterior perimeter glass  Wash exterior skin (metal, stone, stucco etc.)  CITY HALL ONLY	· · · · · · · · · · · · · · · · · · ·	Wkly	Mithly	Qrtly	2X 2X			
(These services billed with monthly cost)  Service Description  Wash all interior perimeter glass  Wash all exterior perimeter glass  Wash exterior skin (metal, stone, stucco etc.)	· · · · · · · · · · · · · · · · · · ·	Wkly	Mithly	Qrtly	2X 2X			
(These services billed with monthly cost)  Service Description  Wash all interior perimeter glass  Wash all exterior perimeter glass  Wash exterior skin (metal, stone, stucco etc.)  CITY HALL ONLY	Dly	Wkly	Mithly	Qrtly	2X 2X			





## Detailed Work Plan for Milpitas - Hours

		Dotaling House	Service Days		
Building	Daily Hours	Detailing 110013		Weekly Hrs	Approx. Sq.Ft.
City Hall Complex	-16	3	5	95	96,000
Sports Center*	11	2	7	91	28,619
Main Fire Station	1.09	.25	5	6.7	2,800
Police Substation/Raceway	1.68	.5	7	15.26	4,200
Library Parking Garage	3	.25	7	22.75	126,131
Community Center*	4.75	1	7	40.25	16,400
Police Department	9.9	1.5	7	79.8	57,400
Public Works Department	4.5	1	5	27.5	15,400
Fire Department Trailer	1	.15	2	2.3	1,500
Jose Higuera Adobe Bldg*	1	.15	7	8.05	1,200
Senior Center*	3	.5	7	24.5	9,000
Cracolice Bldg	3	.5	7	24.5	9,504

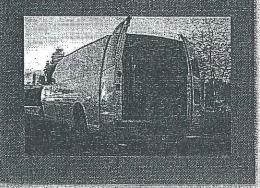


#### Detailed Work Plan Milpitas - Flooring Production Rates

Varsity cleaners in one Florida banking location expressed concern to their managers, that even though they were spot cleaning the carpets according to the specified scope of work in the contract, the periodic work (deep cleaning and extraction) was not getting done. This had been delineated in the scope of work as falling under a separate contract. Since Varsity cleaners are trained in asset preservation, the cleaners noticed the failure and alerted their managers. When Varsity is contracted to do periodic work, as well as the daily, weekly, and monthly work, a "Total Facility Services" bundled contract can be developed in which the customer saves on all services across the



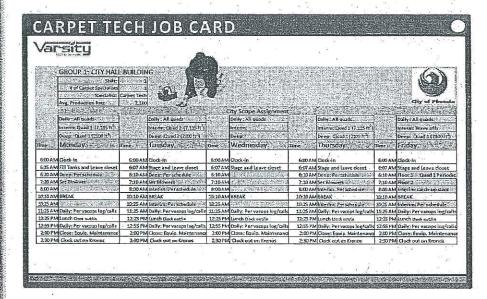
Varsity is well-known for its certification from the Carpet and Rug institute, and its work with the millions of square feet of carpeted flooring under contract. Varsity keeps a fully stocked van in each area for periodic and emergency carpet needs.



#### Carpet

Vacuuming will occur on a daily basis for all carpeted flooring. A ProTeam vacuum with HEPA-rated filtration will be used. Spot cleaning with the appropriate spotting chemical and handheld extractor will occur as needed.

Production Rate; vacuuming - 8,000 sq ft per hour, carpet spotting - 4 minutes per spot



#### VCT

Dust mopping and damp mopping will occur on a daily basis using cold water (to ensure no hazing of the finish) and Alpha HP. Microfiber materials will be used to ensure maximum soil removal. Spray buffing will occur monthly and strip and refinishing will occur annually.

Production Rate; dust mop and damp mop -5,000 sq ft per hour, spray buffing -1,500 sq ft per hour, strip and refinish-500 sq ft per hour

Ceramic Tile



Dust mopping and damp mopping will occur on a daily basis using Alpha HP. Microfiber materials will be used to ensure maximum soil removal. As needed, we will use a ProChem Everest HP truck-mounted extractor with a grout cleaning tool and Viper Venom to restore the grout color.

Production rate; dust mop and damp mop -5,000 sq ft per hour, grout restoration -1,200 sq ft per hour

#### Wood

Dust mopping and damp mopping will occur when the area is serviced. Microfiber materials will be used to ensure maximum soil removal. Minimum water will be used to avoid any possibility of moisture damage to the wood.

Production rate; dust mop and damp mop – 5,000 sq ft per hour

#### Stone

Dust mopping and damp mopping will occur when the area is serviced. Microfiber materials will be used to ensure maximum soil removal.

Production rate; dust mop and damp mop – 5,000 sq ft per hour

#### Pulastic

Dust mopping and damp mopping will occur on a daily basis using Alpha HP. Microfiber materials will be used to ensure maximum soil removal. When activity allows, an autoscrubber will be used to provide a weighted scrub and immediate removal of cleaning solution on the flooring.

Production rate; dust mop and damp mop – 5,000 sq ft per hour, autoscrubber – 8,500 sq ft per hour

#### Marmoleum

Dust mopping and damp mopping will occur on a daily basis using Alpha HP. Microfiber materials will be used to ensure maximum soil removal. When activity allows, an autoscrubber will be used to provide a weighted scrub and immediate removal of cleaning solution on the flooring.

Production rate; dust mop and damp mop – 5,000 sq ft per hour, autoscrubber – 8,500 sq ft per hour



#### Stained-Concrete

Dust mopping and damp mopping will occur on a daily basis using Alpha HP. Microfiber materials will be used to ensure maximum soil removal. When activity allows, an autoscrubber will be used to provide a weighted scrub and immediate removal of cleaning solution on the flooring.

Production rate; dust mop and damp mop – 5,000 sq ft per hour, autoscrubber – 8,500 sq ft per hour

#### **Sport Court**

Dust mopping and damp mopping will occur on a daily basis using chemicals approved by the Sport Court manufacturer. Microfiber materials will be used to ensure maximum soil removal. When activity allows, an autoscrubber will be used to provide a weighted scrub and immediate removal of cleaning solution on the flooring.

Production rate; dust mop and damp mop – 5,000 sq ft per hour, autoscrubber – 8,500 sq ft per hour

Case Study: The Student Recreation Center at the University of Missouri – The City of Milpitas

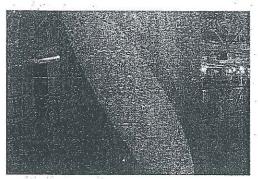
The City of Milpitas facility manager will benefit from the experience Varsity brings to the maintenance of The City of Milpitas's recreational and athletic facilities. Varsity cleaners have gone beyond the scope of work required in its five years of service to the University of Missouri Student Recreation Facilities. The City of Milpitas is a premier recreational, sports and fitness facility and has required detailed project lists to keep the quality audits at a high level performance.

Some of the following "before and after" photos illustrate the specialized work that have taken Varsity cleaners beyond the scope of work required in the initial contract entered into in 2009:

High Dusting and Racquetball Court Walls:

Varsity cleaners have cleaned the racquetball walls annually. Each time, patrons made comments such as how new the walls looked and "nice paint job."





1: Varsity cleaners developed a new green cleaning method for concrete pilars.

#### Concrete Pillars:

As you may know, Varsity is a third party certified green cleaning company and has a specific green cleaning system in place for outdoor concrete surfaces. The pillars around the track created a

special challenge that required the use of green cleaning on a whole new level, cleaners had to develop

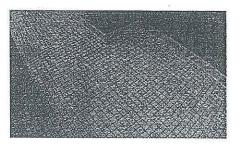
a new technique to accomplish the level of cleanliness you see illustrated above.

#### Tile Floors:

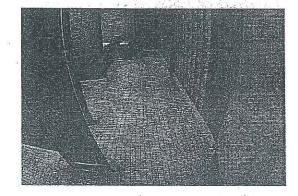
In the photo to the right, Varsity cleaners left a rectangular shape of tile to show the "before" on a tile floor that received restorative cleaning when Varsity cleaners first started the The City of Milpitas contract.

Varsity cleaners learned early in the contract that the tile floors would need restorative cleaning more often than the original scope of work suggested and

thus changed the periodic work schedule to accommodate the need.



3: Varsity uses only green certified cleaning equipment.



2: Varsity cleaners increased the periodic work done on tile floors.

#### Rubber Track:

The City of Milpitas facility managers had hired various flooring "experts" to clean the track, with the strict instruction not to alter or damage it in any way. None of the sub-contractors' work proved effective. John Paul, who had been managing the janitorial services for The City of Milpitas asked if he could help. He met with four different consultants from equipment manufacturing companies, experimenting with at least 12 different products and/or machines.



After testing these methods on various "swatches" of track, he discovered a method for cleaning the Mondo brand rubberized surface that made an astounding difference, and it was determined that the costly track would not have to be replaced.

